



# King County

1200 King County  
Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Meeting Agenda

### Government Accountability, Oversight and Financial Performance Committee

**Councilmembers:** *Bob Ferguson, Chair; Pete von Reichbauer, Vice Chair;  
Larry Gossett, Kathy Lambert*

**Staff:** *Pat Hamacher, Lead Staff (206-296-1642)  
Joanne Rasmussen, Committee Assistant (206-296-0333)*

1:30 PM

Wednesday, June 6, 2012

Room 1001

#### SPECIAL MEETING

Pursuant to K.C.C. 1.24.035 A. and F., this Government Accountability, Oversight and Financial Performance Committee meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. **Call to Order**

2. **Roll Call**

To show a PDF of the written materials for an agenda item, click on the agenda item below.

3. **Approval of Minutes**

*May 8, 2012*

#### Discussion and Possible Action

4. [Proposed Ordinance No. 2012-0179](#) pp 9-50

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Public Safety Employees Union (King County Civic Television) representing employees in the legislative branch of King County; and establishing the effective date of said agreement.

**Sponsors:** Mr. Phillips

*Nick Wagner, Council Staff*



*Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).  
TDD Number 206-1024.  
ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.*



5. [Proposed Ordinance No. 2012-0119](#) pp 51-72

AN ORDINANCE relating to the King County Code; and amending Ordinance 13880, Section 19, and K.C.C. 1.03.040, Ordinance 13880, Section 20, and K.C.C. 1.03.050 and Ordinance 13880, Section 25, and K.C.C. 1.03.100 and repealing Ordinance 5962, Section 2, as amended, and K.C.C. 2.12.080.

**Sponsors:** Mr. Gossett

*Amy Tsai, Council Staff*

6. [Proposed Ordinance No. 2012-0198](#) pp 73-182

AN ORDINANCE relating to the provision of regional animal services, authorizing the executive to enter into an interlocal agreement, Enhanced Control Services Contract and Licensing Support Contract with cities and towns in King County for the provision of regional animal services.

**Sponsors:** Ms. Hague and Ms. Patterson

*Mike Alvine, Council Staff*

*Kendall Moore, Council Staff*

7. [Proposed Ordinance No. 2012-0176](#) pp 183-200

AN ORDINANCE relating to providing first responders and essential employees, who must work extended hours during certain unanticipated events which are critical to or in response to a regulatory requirement, with lodging and meals; and amending Ordinance 9206, Section 1, as amended, and K.C.C. 3.24.010, Ordinance 9206, Section 7, as amended, and K.C.C. 3.24.070 and Ordinance 12077, Section 9, as amended, and K.C.C. 3.24.080.

**Sponsors:** Mr. Ferguson

*Erik Sund, Council Staff*

*Nick Wagner, Council Staff*

8. [Proposed Motion No. 2012-0183](#) pp 201-264

A MOTION accepting the executive response to the 2012 Budget Ordinance, Ordinance 17232, Section 20, Proviso P3, Section 28, Proviso P1, and Section 121, Proviso P2, departments of executive services and transportation in compliance with Ordinance 17232; and authorizing the release of \$50,000 for office of performance strategy and budget; authorizing the release of \$150,000 for real estate services and; authorizing the release of \$100,000 for roads, all which are currently held in reserve.

**Sponsors:** Mr. Ferguson

*Amy Tsai, Council Staff*  
*John Resha, Council Staff*

## Adjournment

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# King County

1200 King County  
Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Meeting Minutes

### Government Accountability, Oversight and Financial Performance Committee

*Councilmembers: Bob Ferguson, Chair; Pete von Reichbauer,  
Vice Chair;  
Larry Gossett, Kathy Lambert*

*Staff: Pat Hamacher, Lead Staff (206-296-1642)  
Joanne Rasmussen, Committee Assistant (206-296-0333)*

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9:30 AM

Tuesday, May 8, 2012

Room 1001

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Pursuant to K.C.C. 1.24.035 A. and F., this Government Accountability, Oversight and Financial Performance Committee meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. **Call to Order**

*Chair Ferguson called the meeting to order at 9:32 a.m.*

2. **Roll Call**

**Present:** 4 - Mr. Ferguson, Mr. von Reichbauer, Mr. Gossett and Ms. Lambert

3. **Approval of Minutes**

*Councilmember von Reichbauer moved approval of the April 24, 2012 meeting minutes.  
The motion was approved.*

## Discussion and Possible Action

### 4. Proposed Ordinance No. 2012-0143

AN ORDINANCE relating to the employee giving program; and amending Ordinance 8575, Section 1, as amended, and K.C.C. 3.36.010, Ordinance 8575, Section 2, as amended, and K.C.C. 3.36.020, Ordinance 8575, Section 3, as amended, and K.C.C. 3.36.030, Ordinance 16035, Section 5, and K.C.C. 3.36.045, Ordinance 16035, Section 6, and K.C.C. 3.36.055, Ordinance 16035, Section 7, and K.C.C. 3.36.065, Ordinance 16035, Section 8, and K.C.C. 3.36.075, Ordinance 15378, Section 3, and K.C.C. 1.36.040, Ordinance 15558, Section 2, and K.C.C. 3.12.222, Ordinance 14998, Section 1, and K.C.C. 4.08.345 and Ordinance 12076, Section 9, as amended, and K.C.C. 4.08.015, adding a new section to K.C.C. chapter 3.36, adding a new section to K.C.C. chapter 3.04, adding a new section to K.C.C. chapter 2.80 and repealing Ordinance 8575, Section 4, as amended, and K.C.C. 3.36.040.

**Sponsors:** Mr. Ferguson

*Clifton Curry, Council Staff, briefed the committee and answered questions from the members. Councilmember von Reichbauer moved Amendment 1. Amendment 1 passed.*

**A motion was made by Councilmember von Reichbauer that this Ordinance be Recommended Do Pass Substitute. The motion carried by the following vote:**

**Yes:** 3 - Mr. Ferguson, Mr. von Reichbauer and Mr. Gossett

**Excused:** 1 - Ms. Lambert

### 5. Proposed Ordinance No. 2012-0119

AN ORDINANCE relating to the King County Code; and amending Ordinance 13880, Section 19, and K.C.C. 1.03.040, Ordinance 13880, Section 20, and K.C.C. 1.03.050 and Ordinance 13880, Section 25, and K.C.C. 1.03.100 and repealing Ordinance 5962, Section 2, as amended, and K.C.C. 2.12.080.

**Sponsors:** Mr. Gossett

**This matter was Deferred**

## Briefing

### 6. Briefing No. 2012-B0079

Briefing on the County's Debt Portfolio

*Ken Guy, Finance Director, King County Finance and Business Operations Division (FBOD), Nigel Lewis Senior Debt Analyst, FBOD, and Rob Shelley, Financial Advisor, Seattle-Northwest Securities Corporation, briefed the committee and answered questions from the members during a PowerPoint presentation.*

**This matter was Presented**

7. **Briefing No. 2012-B0080**

Accountable Business Transformation (ABT) Quarterly Report

*Tina Rogers, Capital Project Oversight Manager, King County Auditor's Office, briefed the committee and answered questions from the members during a PowerPoint presentation. Carolyn Whalen, County Administrative Officer and Accountable Business Transformation (ABT) Program Sponsor, and Mike Herrin, ABT Program Manager, Business Resource Center Manager, offered comments and answered questions from the members.*

**This matter was Presented**

8. **Briefing No. 2012-B0081**

Pretrial Risk Assessment Quarterly Report

**This matter was Deferred**

**Other Business**

*There was no further business to come before the committee.*

**Adjournment**

*The meeting was adjourned a 11:24 a.m.*

Approved this \_\_\_\_\_ day of \_\_\_\_\_.

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Clerk's Signature

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## King County

### Government Accountability, Oversight, and Financial Performance Committee

#### STAFF REPORT

<b>Agenda Item:</b>	4	<b>Name:</b>	Nick Wagner
<b>Proposed Ordinance No.:</b>	2012-0179	<b>Date:</b>	6 June 2012
<b>Invited:</b>	Rob Sprague, Labor Negotiator, King County Office of Labor Relations Dustin Frederick, Business Representative, Public Safety Employees Union		

#### **A. SUMMARY**

Proposed Ordinance 2012-0179 (pp. 13-14 of these materials<sup>1</sup>) would approve a collective bargaining agreement (CBA) between King County and the Public Safety Employees Union. The CBA (pp. 15-39) covers four Video Specialists employed by King County Civic Television (also known, and referred to here, as King County TV or KCTV<sup>2</sup>), which is a part of the legislative branch of county government.

##### **1. Term of the CBA**

The CBA covers the four-year period from 1 January 2011 through 31 December 2014. (CBA Article 17, p. 35)

##### **2. The Bargaining Unit**

KCTV is a government access channel granted to the County under franchise agreements regulated under federal law. KCTV produces original programming on county issues and services and provides transparency into the proceedings of the Council, the regional committees that advise the Council, and the regional boards on which councilmembers serve, such as Sound Transit and the King County Board of Health.

The four Video Specialists who make up the bargaining unit perform a variety of duties and responsibilities, including but not limited to:

- Writing and producing short video pieces about County services;
- Shooting and editing video and audio for news conferences, forums and studio productions;
- Programming cablecast schedules; and

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<sup>1</sup> All page number references are to the meeting materials.

<sup>2</sup> Separate legislation before this committee (Proposed Ordinance 2012-0191) would formally change the name of King County Civic Television (or CTV) to King County TV (or KCTV).

- Operating and maintaining television production equipment, including field and studio cameras, sound mixers, analog and digital production, and editing software.

## B. NEW CONTRACT PROVISIONS

The proposed CBA is a four-year rollover, or continuation, of the previous CBA, except for the following changes:

### 1. COLAs

Article 7 of the CBA (pp. 25-27 of these materials) provides for the following cost of living adjustments (COLAs), which are the same as those agreed to by the vast majority of the County's represented employees:

Year	COLA Formula	COLA
2011	No COLA	Zero
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, <sup>3</sup> with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.75%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.04%

The specific COLA percentages listed in the table for 2013 and 2014 are based on projections by the County's Office of Economic and Financial Analysis (OEFA).<sup>4</sup> Since those projections were updated on 7 March 2012 (p. 49), which was after the transmitted Fiscal Note was prepared, the COLA percentages listed in the table differ from those listed in the Fiscal Note (p. 45).

The fiscal impact of the COLAs is summarized in the table below. The cost increases listed for 2013 and 2014 are based on the 7 March 2012 projections by the County's Office of Economic and Financial Analysis. As noted above, those projections have changed since the Fiscal Note was originally prepared.

	2011	2012	2013	2014
Increase over previous year	\$0	\$2,412	\$4,136	\$3,152
Cumulative increase over 2010	\$0	\$2,412	\$6,548	\$9,700

<sup>3</sup> More specifically: "the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year)."

<sup>4</sup> See the OEFA website: <http://www.kingcounty.gov/business/Forecasting.aspx>.

## **2. COLA reopener**

Article 7, Section 6, of the MOA (p. 26) provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the vast majority of the county's represented employees have agreed to.

## **3. Other compensation and benefits**

Non-COLA forms of compensation (for example, step increases and pay ranges) remain unchanged under the proposed CBA. (That is, eligible employees will continue to receive step increases, but there are no pay range increases.)

## **C. CONSISTENCY WITH LABOR POLICIES**

The proposed CBA is consistent with the County's adopted labor policies.

## **D. LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 48 of these materials)

## **E. INVITED**

1. Rob Sprague, Labor Negotiator, King County Office of Labor Relations
2. Dustin Frederick, Business Representative, Public Safety Employees Union

## **ATTACHMENTS**

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b. Att. B (2011 Wage Addendum) .....	37
c. Att. C (2012 Wage Addendum).....	39
2. Checklist and Summary of Changes .....	41
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**KING COUNTY**  
**Signature Report**

**May 31, 2012**

**Ordinance**

Attachment 1

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Proposed No. 2012-0179.1**

**Sponsors Phillips**

1                   AN ORDINANCE approving and adopting the collective  
2                   bargaining agreement negotiated by and between King  
3                   County and Public Safety Employees Union (King County  
4                   Civic Television) representing employees in the legislative  
5                   branch of King County; and establishing the effective date  
6                   of said agreement.

7                   BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8                   SECTION 1. The collective bargaining agreement negotiated by and between  
9                   King County and Public Safety Employees Union (King County Civic Television)  
10                  representing employees in the legislative branch of King County and attached hereto is  
11                  hereby approved and adopted by this reference made a part hereof.

12            SECTION 2. Terms and conditions of said agreement shall be effective from  
13    January 1, 2011, through and including December 31, 2014.

14

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Agreement, B. Addendum A Wages 2011, C. Addendum A Wages 2012

## AGREEMENT

## BY AND BETWEEN

## PUBLIC SAFETY EMPLOYEES UNION

## KING COUNTY CIVIC TELEVISION (CTV)

## AND

## KING COUNTY

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ADDENDUM A	WAGE ADDENDUM - 2011	
ADDENDUM A	WAGE ADDENDUM - 2012	

**AGREEMENT**  
**BY AND BETWEEN**  
**PUBLIC SAFETY EMPLOYEES UNION**  
**KING COUNTY CIVIC TELEVISION (CTV)**  
**AND**  
**KING COUNTY**

These articles constitute an Agreement, the terms of which have been negotiated in good faith, between King County (the County) and the Public Safety Employees Union (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan County Council of King County, Washington.

**ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

**ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

**Section 1.** The County recognizes Public Safety Employees Union as representing those employees whose job classifications are listed in the attached Wage Addendum.

**Section 2. *Union Security:*** It shall be a condition of employment that all regular full-time and regular part-time employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing, or pay an agency fee to the Union for their representation to the extent permitted by law.

It shall be a condition of employment that regular full-time and regular part-time employees, covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th



consecutive) calendar day following such employment, become and remain members in good standing in the Union, or pay an agency fee to the Union for their representation to the extent permitted by law. Employees who hold genuine religious beliefs or tenets which object to membership in the Union, as provided by state and federal law, shall not be required to tender those dues or initiation fees to the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity mutually agreed upon between the public employee and the Union. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Union cannot agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. It shall be the obligation of the employee requesting or claiming the religious exemption to notify the Union that he/she is eligible for such exemption.

All initiation fees and dues paid either to the Union or charity shall be for non-political purposes.

**Section 3. Dues Deduction:** Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the signatory organization.

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the signatory organization. The Union agrees to refund to the County any amounts paid to it in error on account of check-off provision upon presentation of proper evidence thereof.

**Section 4. Union Membership - Informational Form:** The County will require all new employees, hired in a position included in the bargaining unit to sign a form, which will inform them of the Union's exclusive recognition.

**Section 5. Bargaining Unit Roster:** The County will transmit to the Union a current listing of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department

1 and salary.

2 **ARTICLE 3: MANAGEMENT RIGHTS**

3 **Section 1.** The management and the direction of the work force is vested exclusively in the  
4 County subject to the terms of this Agreement. All matters not specifically and expressly covered or  
5 treated by the language of this Agreement may be administered for its duration by the County in  
6 accordance with such policy or procedure as from time to time may be determined by the County.

7 Such functions of the Employer include, but are not limited to:

8 **A.** recruit, examine, select, promote, transfer and train Employees of its choosing, and  
9 to determine the times and methods and means of such actions;

10 **B.** assign and direct the work; assign overtime, develop and modify class  
11 specifications, allocate positions to classifications; determine the methods, materials and tools to  
12 accomplish the work; designate duty stations and assign Employees to those duty stations;

13 **C.** reduce the work force due to lack of work, funding or other causes consistent with  
14 efficient management and procedures;

15 **D.** discipline, suspend, demote, or dismiss probationary employees at will.

16 Discipline, suspend, demote, or dismiss non-probationary employees in accordance with Article 12 of  
17 this Agreement; and

18 **E.** establish reasonable work rules; assign the hours of work and assign Employees to  
19 shifts and days off.

20 **Section 2.** The County will not aid, promote, or finance any Labor group or organization  
21 purporting to engage in collective bargaining or make any agreement with any such group or  
22 organization which would violate any rights of the Union under this contract.

**ARTICLE 4: HOLIDAYS**

**Section 1.** All employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and any designated by public proclamation of the chief executive of the state as a legal holiday.

Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Holidays paid for but not worked shall not be recognized as time worked for the purpose of determining weekly overtime.

An employee must be eligible for leave benefits and in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay; provided, however, that an employee who has successfully completed at least five (5) years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Holiday pay for part-time regular employees will be prorated in accordance with the number of hours regularly worked by the employee.

Work performed on holidays by hourly employees shall be paid at one and one-half (1-1/2) times the regular rate in addition to the regular holiday pay.

All holidays shall be observed in accordance with R.C.W. 1.16.050, as amended.

**Section 2. *Floating Holiday:*** Each full-time employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One (1) day shall be granted on the first (1st) of October and one (1) day on the first (1st) of November of each year. These days can be used in the same manner as any vacation day earned. Floating Holidays for part-time regular employees will be prorated in accordance with the number of hours regularly worked by the employee.

## **ARTICLE 5: VACATIONS**

**Section 1.** All regular full-time and part time employees shall accrue vacation benefits according to the following table:

Length of Service	Annual Leave in Days Accrued per Year of Service
Upon Hire through end of year 5	12
Upon beginning of year 6	15
Upon beginning of year 9	16
Upon beginning of year 11	20
Upon beginning of year 17	21
Upon beginning of year 18	22
Upon beginning of year 19	23
Upon beginning of year 20	24
Upon beginning of year 21	25
Upon beginning of year 22	26
Upon beginning of year 23	27
Upon beginning of year 24	28
Upon beginning of year 25	29
Upon beginning of year 26 and beyond	30

**Section 2.** Employees who are eligible for vacation leave will accrue vacation leave from

1 their date of hire.

2       **Section 3.** Employees who are eligible for leave benefits may accrue up to sixty (60) days  
3 (420 hours) of vacation leave. The calculation of sixty (60) days (420 hours) is pro-rated for part-  
4 time regular employees. If an employee's vacation leave balance exceeds sixty (60) days (420 hours)  
5 on December 31 of each year, then the balance will be reduced to sixty (60) days (420 hours) and the  
6 employee will forfeit any vacation that exceeds sixty (60) days (420 hours). However, the  
7 employee's appointing authority may approve a carryover of excess vacation leave for reasons such as  
8 cyclical work loads or work assignments. The employee must submit a request for excess vacation  
9 carryover to the employee's appointing authority before November 30th of each year. An approved  
10 request will be processed by the employee's department.

11       **Section 4.** Vacation benefits for regular part-time employees will be established based upon  
12 the ratio of hours actually worked (less overtime) to a standard work year.

13       **Section 5.** The Station Manager or designee shall be responsible for scheduling the vacations  
14 of his/her employees in such a manner as to achieve the most efficient functioning of King County  
15 Civic Television. No person shall be permitted to work for compensation for the County in any  
16 capacity during the time of his/her paid vacation from County service.

17       **Section 6.** Any person who is eligible to take accrued vacation leave and separates from  
18 County service and who has not taken his or her earned vacation, shall receive the hourly equivalent  
19 of salary for each hour of earned vacation, up to the maximum accrual amount of sixty (60) days (420  
20 hours), based on the pay rate in effect for such person on the last day actually worked. When  
21 separation is caused by death of an employee, payment shall be made to the estate of such employee,  
22 or in applicable cases, as provided by State law.

## 23 **ARTICLE 6: SICK LEAVE**

24       **Section 1.** Every regular full-time and part-time employee shall accrue sick leave benefits at a  
25 monthly rate equal to 0.04616 for each hour in pay status exclusive of overtime or compensatory time  
26 up to a maximum of seven (7) hours per month. The employee is not entitled to sick leave if not  
27 previously earned.

28       There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

1           **Section 2.**

2           A. Sick leave for hourly employees may be applied to absence caused by illness or  
3 injury of an employee. Sick leave may be used for medical, dental or eye appointments when absence  
4 during work hours for this purpose is authorized by the Station Manager or designee.

5           B. For salaried employees, sick leave will be used in full day increments. Illness of  
6 less than one day and medical, dental or eye appointments requiring less than a full day will not be  
7 charged against sick leave.

8           C. The Council Administrator shall be responsible for administering the sick leave  
9 benefit. The employee may be required to furnish a certificate issued by a licensed health physician  
10 or other satisfactory health professional as evidence of illness to the appointing authority.

11           **Section 3.**

12           A. For purposes of this Article, immediate family means: grandparent, grandchild,  
13 parent, spouse, domestic partner, child, stepchild, son-in-law, daughter-in-law, and siblings of the  
14 employee, spouse, or the employee's domestic partner, and any persons for whose financial or  
15 physical care the employee is principally responsible.

16           B. Sick leave may be used to care for an immediate family member in accordance  
17 with King County Code and State law.

18           C. **Family and Medical Leave:** Bargaining unit members shall be granted benefits  
19 consistent with all provisions of the King County Family and Medical Leave Act (KCFML), K.C.C.  
20 3.12.220(I). This includes but is not limited to eligibility requirements, terms, conditions and  
21 restrictions.

22           D. In the application of any of the foregoing provisions, when a holiday or regular day  
23 off falls within the prescribed period of sick leave absence, sick leave shall not be charged for that  
24 day.

25           **Section 4.** Sick leave shall not be used in lieu of vacation.

26           **Section 5. Workers' Compensation:** If an employee is injured on the job and requires  
27 immediate medical treatment, the employee will be compensated in full for the rest of the workday  
28 without being required to use sick leave or vacation leave. The employee can use accrued sick leave

1 if the injury requires the employee to miss any scheduled workdays in the first three (3) calendar days  
2 after the injury. Workers' Compensation Payments begin on the fourth (4th) day after the injury and  
3 continues during the period of disability. If the employee's disability period extends beyond fourteen  
4 (14) calendar days, then accrued leave taken will be reimbursed as determined by the Safety and  
5 Claims Management Division. Sick leave pay may be used to supplement industrial insurance  
6 benefits in an amount that is necessary to maintain the employee's regular net pay. Any earned  
7 vacation leave may be used in a like manner after sick leave is exhausted.

8       **Section 6.** Termination of an employee's continuous service, except by reason of temporary  
9 lay-off for work or funds, shall cancel all sick leave accrued to the time of such termination. Should  
10 the employee resign in good standing and return to employment with the County within two (2) years,  
11 he or she shall have accrued sick leave restored. No payment shall be made to any employee for  
12 unused sick leave accumulated to his or her credit at the time of termination of employment,  
13 regardless of the reason therefore, except as provided for in Section 7 of this Article. The date of  
14 termination of employment shall be considered as the date certified by the Chief of Staff or designee  
15 as the last day worked and shall not include the equivalent time involved in any overtime or vacation  
16 payoff made at the time of termination. The provisions of this rule include termination of service by  
17 death.

18       **Section 7.** King County will reimburse those employees who have at least five (5) years  
19 service and retire as a result of length of service, or who terminate by death, thirty-five percent (35%)  
20 of their unused sick leave. All payments shall be made in cash, based on employee's base rate, and  
21 there shall be no deferred sick leave payments. This cash out is subject to the adoption of a Voluntary  
22 Employee Beneficiary Association (VEBA) by members of this bargaining unit. Retirement for the  
23 purposes of this Article shall mean any employee who at the time of retirement is eligible to begin  
24 receiving benefits immediately under the Public Employees Retirement System.

25       **Section 8. Bereavement Leave:** All employees eligible for leave benefits are entitled to three  
26 (3) paid days per year of bereavement leave due to the death of an immediate family member.  
27 An employee who has exhausted his or her bereavement leave may use up to three (3) days of sick  
28 leave for each instance (including the first instance) when death occurs to an immediate family

1 member. If no sick leave benefit is authorized or exists for the employee, then the Station Manager or  
2 designee may approve leave without pay. Holidays or regular days off falling within the prescribed  
3 period of absence will not be charged against bereavement pay entitlement.

4 **Section 9. *Donation of Vacation and Sick Leave Hours:***

5 **A. Vacation leave hours.**

6 1. Any full-time regular employee or part-time regular employee, who is  
7 employed at least half-time and receives vacation and sick leave may donate a portion of his or her  
8 accrued vacation leave to a full-time regular employee or part-time regular employee who is  
9 employed at least half-time and receives vacation and sick leave. Such donation will occur upon  
10 written request to and approval of the Council Administrator or designee and the receiving  
11 employees' department director(s).

12 2. The number of hours donated shall not exceed the donor's accrued vacation  
13 credits as of the date of the request. No donation of vacation hours shall be permitted where it would  
14 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

15 3. Donated vacation leave hours must be used within ninety (90) calendar days  
16 following the date of donation. Donated hours not used within ninety (90) days or due to the death of  
17 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded  
18 from vacation leave payoff provisions contained in this Agreement. Donated vacation hours may not  
19 be used until the employee's own accrued hours have been used.

20 **B. Sick leave hours.**

21 1. Any full-time regular employee or part-time regular employee who is  
22 employed at least half-time and received vacation and sick leave may donate a portion of his or her  
23 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at  
24 least half-time and receives vacation and sick leave, upon written notice to the Council Administrator  
25 or designee.

26 2. No donation shall be permitted unless the donating employee's sick leave  
27 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No  
28 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar



1 year.

2                               3. Donated sick leave hours must be used within ninety (90) calendar days.  
3 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall  
4 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions  
5 contained in this Agreement, and sick leave restoration provisions contained in this Agreement.  
6 Donated sick leave hours may not be used until the employee's own accrued hours have been used.

7                               C. All donations of vacation and sick leave made under this Agreement are strictly  
8 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other  
9 compensation or benefits in exchange for donating vacation or sick leave hours.

10                              D. All vacation and sick leave hours donated shall be converted to a dollar value  
11 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be  
12 divided by the receiving employee's hourly rate to determine the actual number of hours received.  
13 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time  
14 hourly rate at the time of reversion.

15 **ARTICLE 7: WAGE RATES**

16               **Section 1. *Wage rate:*** Wages will be as set forth in Addendum A.

17               **Section 2.** Effective January 1, 2011, the wage rates in effect the previous December 31 for  
18 all employees shall remain as represented in Addendum A.

19               **Section 3.** Effective January 1, 2012, employees shall be eligible to receive 90% of the  
20 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index  
21 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the  
22 current year). Zero percent (0%) floor and no ceiling.

23               **Section 4.** Effective January 1, 2013, employees shall be eligible to receive 95% of the  
24 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index  
25 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the  
26 current year). Zero percent (0%) floor and no ceiling.

27               **Section 5.** Effective January 1, 2014, employees shall be eligible to receive 95% of the  
28 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price

1 index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the  
2 current year). Zero percent (0%) floor and no ceiling.

3       **Section 6. Economic and Fiscal Conditions Reopener.** The parties agree when significant  
4 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to  
5 reopen negotiations for COLA when triggered by either an increase in the King County  
6 unemployment rate of more than 2 percentage points compared with the previous year or a decline of  
7 more than 7%, in County retail sales as determined by comparing current year to previous year. Data  
8 will be derived from Washington State Department of Revenue. By no later than July 30th of each  
9 year of this agreement, the county will assess whether the economic measurements listed above  
10 trigger contract reopeners on COLA for the subsequent year.

11       **Section 7. Step Increases:** All employees will be eligible for annual step increases, to be  
12 made effective January 1 of each year.

13           **A. Video Specialist:** To qualify for a step increase, employees in the Video Specialist  
14 classification must be rated "meets standards" or better on the performance appraisal covering the  
15 previous year. New employees in the Video Specialist classification will be placed at step five (5) or  
16 above upon satisfactory completion of the six-month probationary period.

17       **Section 8. Work Out of Class:** The County may assign an employee to work out of class.  
18 When an employee is assigned to work out of class, in writing (such assignments must be in writing),  
19 by the Station Manager or his/her designee, to perform the duties of a higher classification for a  
20 period of one (1) full work week or more, that employee shall be paid at the first (1st) step of the  
21 higher class or a minimum of five percent (5%), whichever is greater, over the wage rate received  
22 prior to the assignment, for all time spent while so assigned. Additional compensation shall not  
23 exceed the maximum of the wage rate within the range for the assigned classification. The County  
24 may assign employees to perform work of a lower classification, but while so assigned, the employee  
25 will be paid at the rate of his/her normal classification, consistent with the terms of this Agreement.

26       **Section 9. Salary on Promotions:** Any employee who is promoted to a higher classification  
27 shall receive the beginning step for the higher classification or the next higher salary step as would  
28 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

1           **Section 10. "Senior" Video Specialist:** Employees who are at the top step of the salary range  
2 shall be called "Senior" Video Specialist. This is a "working title" only and does not confer any right  
3 or classification privilege above or beyond the basic classification of Video Specialist.

4           **ARTICLE 8: OVERTIME AND CALLBACK**

5           **Section 1. Overtime:** Overtime shall be paid after working more than forty (40) hours in a  
6 week.

7                   A. The regular schedule of work shall be thirty-five (35) hours in a week or seven (7)  
8 hours in a work day, unless the employee is on an alternative work schedule, which has a longer daily  
9 shift. No overtime shall be worked unless the employee has received prior approval from his/her  
10 supervisor to work the necessary overtime hours.

11                   B. The employee will be allowed to elect to receive either compensatory time or to be  
12 paid at the appropriate rate of pay. Employees may accrue up to eighty (80) hours of compensatory  
13 time. Employees may continue to accrue additional compensatory time beyond the eighty (80) hours  
14 specified herein if, as a result of cyclical workloads or work assignments, the employee is unable to  
15 take accrued compensatory time or the taking of compensatory time would result in an undue  
16 hardship for the Employer. Employees must obtain a waiver from the Chief of Staff to be able to  
17 accrue compensatory time beyond the eighty (80) hour limit. Compensatory time may not be carried  
18 over from one (1) calendar year to the next and will be cashed out at the employee's regular rate of  
19 pay at the end of each calendar year. However, if warranted by cyclical workloads or work  
20 assignments, the Chief of Staff may permit employees to carry over up to forty (40) hours of accrued  
21 compensatory time. Such carried over hours of compensatory time must be used or cashed out by  
22 March 31 of the following calendar year.

23                   C. If an emergency necessitates a bargaining unit member to receive telephone calls at  
24 home, the calls shall be logged (with respect to time and issue) and the employee receiving such calls  
25 shall be paid either straight time or overtime, as required by the provisions of this Agreement.

26           **ARTICLE 9: HOURS OF WORK**

27           **Section 1.** The standard workweek shall consist of five (5) consecutive work days not to  
28 exceed seven (7) hours each and not to exceed thirty-five (35) hours per week and shall normally be

1 scheduled Monday through Friday.

2       **Section 2. *Assignment of Work Schedules:*** The establishment of reasonable work schedules  
3 and starting times is vested solely within the purview of the County and may be changed from time to  
4 time provided a sixteen (16) -hour notice of change is given, except in those circumstances over  
5 which the County cannot exercise control. PROVIDED: the required 16-hour notification period  
6 shall not commence until the employee has received the verbal or written notification of the proposed  
7 change. In the exercise of this prerogative, the County will act reasonably and will establish  
8 schedules to meet the dictates of the workload, however, nothing contained herein will permit split  
9 shifts. Employee schedules will allow for a minimum of two (2) consecutive days off.

10       **Section 3. *Alternative Work Schedules:*** With management approval, work schedules may  
11 be altered upon written request of the employee. If such written request is denied by management, the  
12 employee may request to meet with management to discuss the reasons for the denial. Management's  
13 decision to deny a change in work schedule shall not be grievable under the grievance procedure set  
14 forth in this Agreement.

15       **Section 4. *Rest/Meal Periods:*** Employees covered by the Agreement shall receive two (2)  
16 ten (10)-minute paid rest periods and a one (1) hour unpaid lunch period except when in conflict with  
17 the operational needs of the County.

## 18 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

19       The County presently participates in group medical, dental, and life insurance programs. The  
20 County agrees to maintain a plan during the term of this Agreement, and the Union and the County  
21 agree that the County may implement changes to employee insurance benefits to which the Joint  
22 Labor Management Insurance Committee has agreed.

## 23 **ARTICLE 11: MISCELLANEOUS**

24       **Section 1. *Mileage Reimbursement:*** All employees who have been authorized by  
25 management to use their own transportation on County business shall be reimbursed at the rate  
26 approved by Ordinance by the King County Council.

27       **Section 2. *Employee Personnel Files:*** The official personnel file maintained by the County  
28 shall be available for review by the employee upon request during normal business hours. No

1 information of a disciplinary nature will be placed in that file without notice provided to the  
2 employee.

3       **Section 3. Jury Duty:** An employee required by law to serve on jury duty shall continue to  
4 receive salary and shall be relieved of regular duties. If operationally feasible, the employee will be  
5 assigned to the day shift for the period of time necessary for such assignment duty. The fees,  
6 exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller.

7 When an employee is notified to serve on jury duty, he/she will inform his/her immediate supervisor  
8 as soon as possible, but not later than two (2) weeks in advance, regarding the dates of absence from  
9 regular duties. The supervisor will ensure that the employee is relieved of regular duties a minimum  
10 of sixteen (16) hours prior to the time of reporting for jury duty.

11       When the employee is dismissed from jury duty, the employee is required to contact his/her  
12 supervisor immediately. The supervisor will instruct the employee when to report to work,  
13 PROVIDED: there must be a minimum of twelve (12) hours between the time the employee is  
14 dismissed from his/her total required assignment to jury duty and the time he/she must report for  
15 regular duties. In the event of a break during jury service of one day or more, employees shall return  
16 to work during those full day breaks.

17       **Section 4. Bulletin Boards:** The employer agrees to permit the Union to post on the CTV  
18 bulletin board, the announcement of meetings, election of officers and any other Union material  
19 which is not prohibited by State law or County Ordinance.

20       **Section 5. Biweekly Pay:** The right to define and implement a new payroll system, including  
21 but not limited to a biweekly payroll system, is vested exclusively in the Employer. Implementation  
22 of such system may include a conversion of wages and leave benefits into hourly amounts and the  
23 parties recognize the Employer's exclusive right to make the changes necessary to implement such  
24 payroll system.

25       **Section 6. Open Positions/Promotions:** Announcements regarding recruitment for vacancies  
26 will be made to employees covered by this Agreement one week prior to general open announcement.  
27 Employees covered by this Agreement will be given an opportunity to participate and will be granted  
28 a first level interview; provided, the employee meets the minimum qualifications for the open

1 position.

2       **Section 7. *Bus Passes:*** Eligible bargaining unit employees may receive bus passes as  
3 provided by County Ordinance, policies and procedures.

4       **Section 8. *Joint Labor/Management Safety Committee:*** Within sixty (60) days after the  
5 Metropolitan King County Council approves this Collective Bargaining Agreement, the parties agree  
6 to establish a Joint Labor/Management Safety Committee to address safety issues in the workplace.

7       **Section 9. *Unfair Labor Practice (ULP):*** The parties agree that thirty (30) days prior to  
8 filing a ULP complaint with the Public Employment Relations Commission (PERC), the complaining  
9 party will notify the other party, in writing, meet, and make a good faith attempt to resolve the  
10 concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is  
11 seeking a temporary restraining order as relief for the alleged ULP.

12       **Section 10. *Performance Appraisals:*** Performance appraisals will be conducted annually.  
13 Performance appraisals, ratings, and decisions on salary/step progression will be based on the  
14 recommendation of the station manager, with final approval by the Director of Communications.  
15 Performance appraisals and/or decisions regarding salary/step progression are final and not subject to  
16 the dispute resolution process under this Agreement.

17       **Section 11. *Probationary Period:*** All newly hired employees will serve a six (6)-month  
18 probationary period.

19 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

20       **Section 1.** Except as provided in this Article, no non-probationary employee shall be  
21 suspended, demoted, or terminated for other than just cause.

22       **Section 2.** Suspension, demotion or termination actions which are, in the Chief of Staff's  
23 judgment, based upon the professional competence of an employee are not subject to Section 1 of this  
24 Article; such decisions of the Chief of Staff shall be final and are not subject to the dispute resolution  
25 procedures outlined in Section 3 of this Article. For purposes of this Article, "professional  
26 competence" shall include any aspect of an employee's work performance other than specific  
27 incidents of misconduct.

28       **Section 3. *Grievance/Arbitration/Mediation:*** The County recognizes the importance and

1 desirability of settling grievances promptly and fairly in the interest of continued good employee  
2 relations and morale and to this end the following procedure is outlined. To accomplish this, every  
3 effort will be made to settle grievances at the lowest possible level of supervision.

4 Employees will be unimpeded and free from restraint, interference, coercion, discrimination  
5 or reprisal in seeking adjudication of their grievances.

6 **A. Definition.**

7 Grievance - A claim by an employee or their union that the terms of this Agreement have been  
8 violated and/or a dispute exists concerning the proper application or interpretation of this Agreement.

9 **B. Procedure.**

10 **Step 1.** A grievance shall be verbally presented by the aggrieved employee  
11 (and his/her representative if the employee wishes) to the Director of Communications within ten (10)  
12 working days of the occurrence of the events giving rise to such grievance, or, if the employee was  
13 unaware of said events, the grievance shall be verbally presented to the Director of Communications  
14 within ten (10) working days of when a reasonable employee would have become aware of the events.  
15 The Director of Communications shall gain all relevant facts and shall attempt to adjust the matter  
16 and notify the employee within ten (10) working days. If a grievance is not presented in writing to the  
17 next level within ten (10) working days of the decision of the Director of Communications, it shall be  
18 presumed resolved.

19 **Step 2.** If after thorough evaluation, the decision of the Director of  
20 Communications has not resolved the grievance to the satisfaction of the employee, the grievance  
21 may be presented to the Chief of Staff. All letters, memoranda and other written materials previously  
22 submitted to lower levels of supervision shall be made available for the review and consideration of  
23 the Chief of Staff. He/she may interview the employee and/or his/her representative and receive any  
24 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make  
25 his/her written decision available within fifteen (15) working days. If the grievance is not pursued to  
26 the next higher level within thirty (30) calendar days of the decision of the Chief of Staff, it shall be  
27 presumed resolved.

28 **Step 3.** If within thirty (30) calendar days of the date of response provided in

1 Step 2, the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration  
2 has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The  
3 process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual  
4 request.

5 Should arbitration be necessary either after an attempt to mediate the dispute or directly after  
6 Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the  
7 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of  
8 eleven (11) arbitrators furnished by the American Arbitration Association. The arbitrator will be  
9 selected from the list by both the County representative and the Union, each alternately striking a  
10 name from the list until only one name remains. The party to strike first shall be determined by a coin  
11 toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render  
12 a decision promptly and the decision of the arbitrator shall be final and binding on both parties. No  
13 matter may be arbitrated which the County, by law, has no authority over, has no authority to change,  
14 or has been delegated to any civil service commission or personnel board, as defined in  
15 R.C.W. 41.56. The arbitrator shall have no power to change, alter, detract from or add to the  
16 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of  
17 this Agreement in reaching a decision.

18 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
19 equally by both parties. Each party shall bear the cost of its own legal fees regardless of the outcome  
20 of the arbitration.

21 **C. Time Limits.** Time limits may be extended upon written consent of the parties.

## 22 **ARTICLE 13: SAVINGS CLAUSE**

23 Should any part hereof or any provision herein contained be rendered or declared invalid by  
24 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
25 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
26 remaining portions thereof; provided however, upon such invalidation the parties agree immediately  
27 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall  
28 remain in full force and effect.



1 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **Section 1.** The County and the Union agree that the public interest requires efficient and  
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
6 duties, sick leave absence which is not bona fide, or other interference with County functions by  
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to  
8 end such interference. Any concerted action by any employees in any bargaining unit shall be  
9 deemed a work stoppage if any of the above activities have occurred.

10       **Section 2.** Upon notification in writing by the County to the Union that any of its members  
11 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to  
12 immediately cease engaging in such work stoppage and provide the County with a copy of such order.  
13 In addition, if requested by the County, a responsible official of the Union shall publicly order such  
14 Union employees to cease engaging in such work stoppage.

15       **Section 3. *Disciplinary Action:*** Any employee who commits any act prohibited in this  
16 Article will be subject to the following action or penalties:

17               1. Discharge;

18               2. Suspension or other disciplinary action as may be applicable to such employee.

19 **ARTICLE 15: WAIVER CLAUSE**

20       The parties acknowledge that each has had the unlimited right within the law and the  
21 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
22 collective bargaining. The results of the exercise of the right and opportunity are set forth in this  
23 Agreement. Therefore, the County and the signatory organization, for the duration of the Agreement,  
24 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter  
25 not specifically referred to or covered in this Agreement.

26 **ARTICLE 16: REDUCTION-IN-FORCE**

27       Layoffs for lack of funds, lack of work, or restructuring of the organization are a management  
28 prerogative and within the sole discretion of the County, and shall not be subject to the dispute

1 resolution provisions of Article 12 of this Agreement. If layoffs are to occur, the County agrees to  
2 meet with the Union to discuss the layoff(s) as soon as reasonably possible. The County further  
3 agrees to provide written notice to individual employee(s) to be laid off at least four (4) weeks prior  
4 to the effective date of the layoff, if possible. An employee who is laid off but subsequently rehired  
5 by the County into the CTV work group within two (2) years of the layoff shall have restored all sick  
6 leave accrued at the time of such layoff, and shall accrue vacation leave benefits at the same rate as  
7 when the layoff occurred; additionally, the employee's anniversary date shall reflect the full amount  
8 of service to the County.

9       Layoff within classification will be conducted in accordance with performance and based  
10 upon three (3) years prior performance appraisals. In the event that two (2) or more employees have  
11 equivalent performance appraisals, the least senior employee (with equivalent performance  
12 appraisals) will be laid off. Seniority shall be defined as years of service within the classification.

1 **ARTICLE 17: DURATION**

2 This Agreement and each of its provisions shall cover the time period January 1, 2011 through  
3 December 31, 2014.

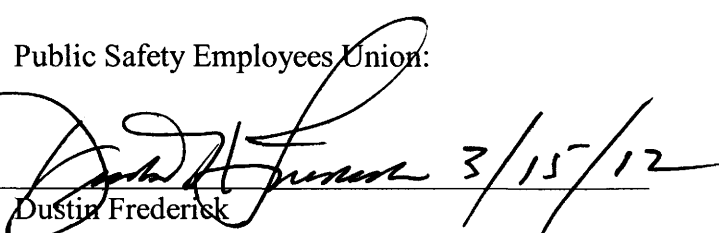
4 Contract negotiations for a successor agreement may be initiated by either party providing to  
5 the other written notice of its intentions to do so not less than thirty (30) days prior to September 1,  
6 2014.

7 Should the name of the Civic Television (CTV) operation be changed to King County  
8 Television (KCTV), or any other name, such change shall not in any way alter or affect the terms and  
9 conditions of this Agreement, nor the applicability of said terms and conditions to the bargaining unit  
10 represented by Public Safety Employees Union.

11  
12  
13 APPROVED this 25 day of APRIL, 2012.

14  
15  
16 By:   
17  
18 King County Executive

19  
20  
21 Public Safety Employees Union:

22  
23  3/15/12  
24 Dustin Frederick  
25 Business Manager

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cba Code: 430

Union Code: KCTV1

**Addendum A**  
**Public Safety Employees Union**  
**King County Civic Television Wage Addendum**  
**Wages Effective January 1, 2011 through December 31, 2011**

**Video Specialist**

(Job Class Code: 0000794; MSA Job Code: 0794; PeopleSoft Job Code: 000794)

(35 hours per week)

5% Step

2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Semi Monthly:</b>	1,435.50	1,507.28	1,582.64	1,661.77	1,744.86	1,832.10	1,923.71
<b>Hourly:</b>	18.8571	19.8000	20.7900	21.8295	22.9210	24.0670	25.2704

	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
<b>Semi Monthly:</b>	2,019.89	2,120.89	2,226.93	2,338.28	2,455.19	2,577.95
<b>Hourly:</b>	26.5339	27.8606	29.2536	30.7163	32.2521	33.8647

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cba Code: 430

Union Code: X1

**Addendum A**  
**Public Safety Employees Union**  
**King County Civic Television Wage Addendum**  
**Wages Effective January 1, 2012 through December 31, 2012**

**Video Specialist**  
**(Job Class Code: 0000794; PeopleSoft Job Code: 000794)**  
**(35 hours per week)**  
**5% Step**  
**2012**

**Bi-Weekly:**

**Hourly:**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1,341.52	1,408.59	1,479.02	1,552.97	1,630.62	1,712.15	1,797.76
19.1645	20.1227	21.1289	22.1853	23.2946	24.4593	25.6823

**Bi-Weekly:**

**Hourly:**

Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
1,887.65	1,982.03	2,081.13	2,185.19	2,294.45	2,409.17
26.9664	28.3147	29.7304	31.2170	32.7778	34.4167

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## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>Public Safety Employees Union (King County Civic Television (CTV))</b>
<b>Labor Negotiator</b>
<b>Rob Sprague</b>

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Document Tracking System Routing Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA?</i></b>	<b>No</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. Provides for zero percent (0%) cost of living adjustment (COLA) in 2011.
2. Provides for COLA calculations for 2012, 2013 and 2014 based on the local consumer price index, consistent with the agreement with other County Unions, including a reopener should certain economic indicators be triggered.
3.
4.
5.
6.

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**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** Public Safety Employees Union (King County Civic Television (CTV))

**TERM OF CONTRACT:** January 1, 2011, through December 31, 2014

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** Members of this bargaining unit are responsible for functions that are required to operate and maintain the government access television station. Their classification title is "Video Specialist".

**NEGOTIATOR:** Rob Sprague

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	The agreement provides for reduction-in-force to be determined by the past three years prior performance appraisals unless the scores are equivalent at which point seniority will be used.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties reached agreement through an interest-based process.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The agreement does not have a provision addressing diversity in the County's workforce.
➤ <b>CONTRACTING OUT OF WORK:</b>	The agreement does not prohibit or restrict contracting out.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The agreement provides for a Joint Labor/Management Safety Committee to meet and address safety issues in the workplace.
➤ <b>MEDIATION:</b>	The agreement encourages the parties to enter into grievance mediation for grievances that are not able to be resolved through the internal steps of the grievance procedure.
➤ <b>CONTRACT CONSOLIDATION:</b>	N/A
➤ <b>HEALTH BENEFITS COST SHARING:</b>	The agreement provides for health benefits as agreed to by the Joint Labor Management Insurance Committee.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	Commenced bargaining in November 2010 and agreed to COLA formula for contract, continued discussions on other provisions and came to overall extension agreement in June 2011.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** Public Safety Employees Union (King County Civic Television (CTV))

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The agreement covers part-time employees and is silent on temporary employees; however it has been the established practice to utilize temporary staff where needed.

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	The employees covered by this agreement are being paid on a biweekly schedule.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	This bargaining unit is not interest arbitration eligible.
➤ <b>NO STRIKE PROVISION:</b>	This agreement provides for a prohibition on work stoppages including strikes.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	This agreement does not contain any additional leave provisions outside of County established policy.
➤ <b>HOURS OF WORK:</b>	The standard full-time work week under this agreement is a five day work week, Monday through Friday consisting of 35 hours.
➤ <b>PERFORMANCE EVALUATIONS:</b>	This agreement provides for annual performance evaluations which are not subject to the dispute resolution process.



## FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement		
<b>Title:</b>	Public Safety Employees Union (King County Civic Television (CTV))		
<b>Effective Date:</b>	1/1/2011 - 12/31/2014		
<b>Affected Agency and/or Agencies:</b>	King County Council		
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004	
<b>Department Sign Off:</b>	Carmela Ennis, Government Relations Associate, King County Council	<b>Phone:</b> 296-1699	
<b>Note Reviewed by: Supplemental Required?</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	T.J. Stutman, Budget Analyst	<b>Phone:</b> 263-9716	

### EXPENDITURES FROM:

Fund Title	Fund Code	Department	2011	2012	2013	2014*
CX	10	King County Civic TV	\$ 0	\$ 2,412	\$ 3,083	\$ 2,839
<b>TOTAL: Increase FM previous year</b>			\$ 0	\$ 2,412	\$ 3,083	\$ 2,839
<b>TOTAL: Cumulative</b>			\$ 0	\$ 2,412	\$ 5,495	\$ 8,334

### EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2010 Base	2011	2012	2013	2014*
Salaries			\$ 128,181	\$ 0	\$ 2,090	\$ 2,670	\$ 2,459
OT			\$ 516	\$ 0	\$ 8	\$ 11	\$ 10
PERS & FICA			\$ 19,279	\$ 0	\$ 314	\$ 402	\$ 370
<b>TOTAL</b>			<b>\$ 147,976</b>				
<b>TOTAL: Increase FM previous year</b>				\$ 0	\$ 2,412	\$ 3,083	\$ 2,839
<b>TOTAL: Cumulative</b>				\$ 0	\$ 2,412	\$ 5,495	\$ 8,334

### ASSUMPTIONS:

#### Assumptions used in estimating expenditure include:

1. **Contract Period(s):** 1/1/2011 – 12/31/2014
2. **Wage Adjustments & Effective Dates:**

<b>COLA:</b>	0% increase in 2011 90% CPI-W Seattle-Tacoma-Bremerton 1/1/2012 (1.63%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 (Assumed 2.05%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (Assumed 1.85%) Assumptions per Forecasting Council
<b>Other:</b>	
<b>Retro/Lump Sum Payment:</b>	
3. **Other Wage-Related Factors:**

<b>Step Increase Movement:</b>	
<b>PERS/FICA:</b>	PERS/FICA at 14.98%.
<b>Overtime:</b>	
4. **Other Cost Factors:**

<b>Overtime based on 2011 actual.</b>	
* This bargaining unit is receiving the cost of living adjustment for 2012 as part of an agreement regarding Zero COLA for 2011.	

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April 25, 2012

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County Council's Civic Television to continue to provide a forum for discussion of a range of regional and local issues facing King County government, and provides public service programs addressing a variety of topics, thus ensuring that such information is readily available to the citizens of our community. The Civic Television Section is responsible for all functions that are required to operate and maintain the government access television station.

The enclosed ordinance, if approved, will ratify the Public Safety Employees Union (King County Civic Television) collective bargaining agreement for the period of January 1, 2011, through December 31, 2014. This agreement covers four employees in the Civic Television Section of King County Council. The employees covered by this agreement are classified as Video Specialists. Video Specialists perform a variety of duties and responsibilities including, but not limited to: writing and producing short video pieces about County services; shooting and editing video and audio for news conferences, forums and studio productions; programming cablecast schedules; operating and maintaining television production equipment, including field and studio cameras, sound mixers, analog and digital production; and editing software.

Programming provided by the Civic Television Section ensures transparency for the proceedings of the King County Council and the regional committees that advise the County Council, as well as regional boards such as Sound Transit and the King County Board of Health. This agency also produces programs that provide insight into current transportation, public health, criminal justice, and environmental protection issues facing our community.

The majority of the language in the collective bargaining agreement mirrors that of the previous agreement. The wage settlement for 2011 calls for a zero percent cost-of-living adjustment (COLA). The cost-of-living adjustments for 2012, 2013, and 2014 follow the standard County settlement agreed to with other labor organizations. Additionally, when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA.

This agreement contains significant improvements in efficiency, accountability, and productivity for the County by adding language regarding the ability to reopen negotiations, if necessary, for COLA based on specific negative economic factors.

This agreement furthers the goals of the Strategic Plan utilizing the corresponding guiding principles. More specifically, this agreement expands upon the County's goals of service excellence and public engagement with television programming that provides accountability and transparency to King County government and a broad array of public programming designed to create an ever-increasing sense of community. This agreement also helps to maintain a quality workforce by providing fair wages and benefits and developing and retaining quality employees. It also promotes financial stewardship by establishing a wage reopener based on economic conditions.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help King County to continue to provide residents with access to information about their community. This enables the continued open forum of discussion on regional and local issues through public service programs and airing of regional committees and boards including the King County Council and its various committees.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine  
King County Executive

Enclosure

cc: King County Councilmembers  
ATTN: Michael Woywod, Chief of Staff  
 Mark Melroy, Senior Principal Legislative Analyst, BFM Committee  
 Anne Noris, Clerk of the Council  
 Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County  
 Executive Office  
 Dwight Dively, Director, Office of Performance Strategy and Budget  
 Patti Cole-Tindall, Director, Office of Labor Relations



2013 Preliminary July-June Average Seattle CPI-W Forecast  
Office of Economic and Financial Analysis  
March 7, 2012

Tax Year	Value	Growth	Variance
2000	3.33%	-	0.00%
2001	4.02%	0.69%	0.00%
2002	2.44%	-1.58%	0.00%
2003	1.63%	-0.81%	0.00%
2004	1.33%	-0.30%	0.00%
2005	2.33%	1.00%	0.00%
2006	3.41%	1.08%	0.00%
2007	3.83%	0.41%	0.00%
2008	4.50%	0.67%	0.00%
2009	1.98%	-2.52%	0.00%
2010	0.62%	-1.36%	0.00%
2011	1.81%	1.19%	0.00%
2012	2.89%	1.08%	0.74%
2013	2.14%	-0.75%	0.19%
2014	2.27%	0.13%	0.07%
2015	2.40%	0.12%	0.13%
2016	2.41%	0.01%	0.13%
2017	2.40%	-0.01%	0.07%
2018	2.39%	0.00%	0.03%
2019	2.43%	0.04%	0.08%
2020	2.45%	0.01%	0.13%

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## Government Accountability, Oversight and Financial Performance Committee

### STAFF REPORT

<b>Agenda Item:</b>	5	<b>Name:</b>	Amy Tsai
<b>Proposed No.:</b>	2012-0119	<b>Date:</b>	June 6, 2012
<b>Invited:</b>	Anne Noris, Clerk of the Council Deborah Kennedy, Interim Manager, Archives, Records Management and Mail Services, Records and Licensing Services Division, Department of Executive Services		

**SUBJECT:** An ordinance requiring the Clerk of the Council to prepare an electronic, searchable version of the King County Code on the internet and modifying requirements for indexing, maintaining ordinance histories, and publication of supplements.

### **SUMMARY:**

Proposed Ordinance 2012-0119 would eliminate aspects of code production associated with producing a paper version of the code for subscribers and instead make the code as posted to the internet the official copy of the code.

- The proposed ordinance would require the Clerk of the Council to continue maintaining an electronic version of the King County Code on the internet, and require that it be searchable.
- The Clerk would no longer be required to maintain a comprehensive index of the code or publish supplements to the index.
- The Clerk would no longer be required to maintain full historical records showing changes to sections of code, and would instead be required to include in each section of code a list of all ordinance changes to that section, plus post all adopted ordinances to the internet.
- The code as posted to the internet with the certificate of the Clerk of the Council would be the official copy of the code.
- The Records and Licensing Services division would no longer sell printed copies of the code to subscribers for a fee of \$300 plus \$0.15 per page for quarterly supplements.

### **BACKGROUND:**

Section 880 of the King County Charter requires that the Council "provide for a compilation and codification of all county ordinances and regulations which have the force of law and are permanent or general in nature" to be published together with the "charter, a detailed index

and appropriate notes, citations and annotations." The charter also requires that the Council provide for an "annual supplement."

The Clerk has been responsible for the in-house codification of county ordinances since the early 1980's. The paper version of the code, including quarterly supplements, was prepared as outlined in the Charter, with an index and ordinance list. Preparation of the paper code also required headers identifying the sections, chapter and title on each page and footers containing page numbers and the quarter the page was last edited, plus an insertion guide for each quarterly supplement.

When the code was prepared as a paper document, individuals outside the county could subscribe to the supplements. Subscribers were charged \$300 for a printed copy of the code, plus \$0.15 per page for quarterly supplements. There are currently about 35 non-County subscribers to the code (engineering and law firms). The outside subscriptions were managed by the Records and Licensing Services division of the Department of Executive Services. In addition, the Council has historically provided approximately 100 to 150 copies to county departments and each branch of the King County library.

Since 1997, the Clerk has also posted the King County Code to the internet. Over time, the number of paid subscriptions and county agency copies has dwindled as users rely on the electronic version of the code. The Clerk has periodically checked with subscribers and agencies to determine if a paper code was still required. The last check, in late 2011, brought the number of paper codes necessary to meet subscriber needs down to about 20. In addition, the Clerk checked with other jurisdictions, which are also doing away with paper codes. After discussion with the Chair and Legal Counsel, the Clerk was directed to stop producing a paper code.

Proposed Ordinance 2012-0119 makes changes to the County Code to ensure that the direction to eliminate the paper code will still meet the terms of the Charter. The proposed ordinance would require the Clerk to maintain an electronic searchable version of the King County Code on the internet. It would be updated regularly and at least annually (in practice it is currently updated whenever there is a code change). The fact that the code would be searchable by any term would serve as the detailed index required by the Charter.

Proposed Ordinance 2012-0119 would also require the Clerk to continue to include in each section of the county code a list of all ordinances that have adopted or amended the section, and to post all adopted ordinances to the internet. This would replace the current code requirement that the Clerk "prepare and maintain full historical records showing the enactment, amendment, revision, supersession and repeal of the various sections of the code". The Clerk has already accomplished this by posting a legislative archive, including all ordinances and motions adopted since the Charter to the web at [http://www.kingcounty.gov/council/clerk/search\\_archive.aspx](http://www.kingcounty.gov/council/clerk/search_archive.aspx).

In addition, under the proposed ordinance, the King County Code as posted to the internet would be an official copy of the code. The Records and Licensing Services division would no

longer be responsible for printing and distributing paper copies of the code. With these proposed changes, the page insertion guide would no longer be needed.

## **ANALYSIS:**

### **Charter Requirements**

Section 880 of the King County Charter requires that the county code be "published." As this does not specifically require paper publication, the electronic publication of the code appears to be consistent with the charter.

The Charter also requires "a detailed index and appropriate notes, citations and annotations." K.C.C. 1.03.040 currently requires the Clerk to "compile and maintain a comprehensive index to the King County Code and prepare for publication supplements to the index." Under proposed Ordinance 2012-0119, the searchable electronic version of the code would serve as the index required by the Charter.

An index is generally a list of items with page numbers where the items can be found. The Clerk has indicated that because of the limitations of the County's web servers, the county web site's code is divided into one document per title. Unlike a complete index, this does not allow a user to review the entire code in one place for a topic. However, the county contracts with the Municipal Research and Services Center (MRSC) which does provide a complete searchable version of the King County Code that is linked to the county's web site. Because the MRSC site is not maintained by the county, the Council may wish to make it clear in the county code that the county should ensure a complete searchable version of the code is available on the internet. This is included in the proposed amendment, but is a policy decision.

The Charter also requires that the Council provide for an "annual supplement." The on-line code is being regularly updated. In fact, the Clerk's Office makes on-line updates as legislation becomes effective, so the on-line code receives more frequent updates than required by the Charter. The general public, including previous paid subscribers, can now access updated versions of the code much faster than was possible when the code was only available in paper. Former subscribers also now have access to the updated code without having to physically identify and replace pages of code that changed from one supplement to the next. In addition, the Clerk will be providing a table of the dates of codification as a link on the website.

### **Financial**

The King County Code has been available on the internet since 1997, but the County has continued to maintain and distribute paper copies of the Code to county departments, agencies, libraries and outside subscribers. Over a three year period, from 2009 to 2011, the Clerk published over 10,000 pages of supplements (or 5,000 double-sided sheets of paper). Over 150 copies went to county departments and agencies and 35 copies went to outside subscribers, totaling an estimated 306,000 sheets of paper per year. The paper and printing costs are estimated at \$4,600 per year, not including staff time to make copies and distribute them.

Preparation of the index, ordinance list, and page insertion guide take Clerk staff roughly 6 to 8 hours per week, although there has been great variation depending on the complexity of the ordinance. An ordinance could consume as little staff time as a few hours, or as much time as an entire week or more. The salary and benefit costs for the Clerk's Office to prepare those documents are roughly estimated at \$18,000 per year.

In sum, producing an electronic version of the code instead of maintaining paper subscriptions will save an estimated 306,000 sheets of paper per year and \$23,000 in staff time and printing costs.

### Benefits

By eliminating preparation of the index, ordinance list, and page insertion guide, Clerk staff have more time to spend on more substantive aspects of their job, such as editing and other aspects of maintaining the code. This results in a more efficient government and less time wasted on tasks that are outdated and an inefficient way of conducting business.

For example, the quarterly supplements required identification of every page that changed with a code change. Subscribers upon receipt of the supplement and the page insertion guide had to remove pages that had changed by hand, and replace them with the new pages. If one code section changed, the pagination of the chapter, all pages that had content shifted down had to be replaced. With the internet version of the code, changes made by the Clerk's office are immediately available to the public. Potential user error associated with the manual page supplements is also avoided.

The availability of the code on the internet also allows the county to provide more features than are possible with a paper code. For example, the code is now searchable. The Clerk's Office also recently made the internet version of the code available in three formats (Adobe Acrobat, Word, and HTML), including bookmarks in the Adobe document that allow the viewer to jump to specific sections of the code.

The Clerk's Office has been conducting outreach to subscribers and county agencies for the last several years as the Clerk's Office has added on-line features. For example, the Clerk's Office now maintains a full searchable database of all ordinances on its web site.

Last year, the Clerk's Office sent a notice to all subscribers and departments informing them of the planned discontinuation of the paper subscription to the code. The reaction overall was positive. Departments have migrated away from use of paper copies and now largely rely on the internet to access the code.

### Accessibility

All current recipients of the paper code have the ability to access the code on-line. First, subscribers to the paper copy of the code are engineering firms and law firms that all have internet capability. Second, users without internet connections at home who relied on paper copies in libraries can access it via internet computers at the library.

Users of the code who wish to receive a paper copy of the code are still able to contact the Clerk's Office to receive a paper copy. The Clerk's Office plans to maintain a single complete paper copy of the latest version of the code that is available to the public upon request.

It should be noted that maintaining the paper copy is not a requirement of the proposed ordinance, which makes the internet version an official copy of the code. The Council may wish to require the Clerk to maintain a current paper copy of the code, to ensure that a paper copy continues to be available outside of technology-based mediums. This is included in the proposed amendment.

One population deserving additional consideration in the provision of an electronic-only copy of the code in public libraries is people with disabilities. There are groups such as the international World Wide Web Consortium, W3C, working to develop web standards for accessibility. According to W3C, an accessible web site should, among other things, make all functionality available from a keyboard, help users navigate and find content, make text readable and understandable, make content appear and operate in predictable ways, and maximize compatibility with current and future user tools. The King County code web page appears to generally conform to these principles. In addition, an on-line code provides greater access to the code for residents who have an internet connection at home who no longer need to travel to the library to view the county code.

#### Legal Review

Legal review has determined that the proposal complies with the Charter.

#### **AMENDMENT:**

There is a proposed amendment and corresponding title amendment that would do the following:

- Modify K.C.C. 2.16.035 to eliminate the duty of the Records and Licensing Services division to print and distribute the code,
- Require the Clerk to maintain one current paper copy of the code, and
- Require the Clerk to ensure that the entire on-line code is searchable with one search function.

#### **REASONABLENESS:**

Proposed Ordinance 2012-0119, by shifting the county away from the paper version of the code to an on-line official version of the code, will save paper and staff time, in addition to providing greater functionality to residents. Adopting it would appear to be a reasonable business and policy decision.

#### **ATTACHMENTS:**

1. Proposed Ordinance 2012-0119
2. Amendment 1 to Proposed Ordinance 2012-0119
3. Title Amendment (T1) to Proposed Ordinance 2012-0119

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# KING COUNTY

Attachment 1

## Signature Report

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

June 4, 2012

### Ordinance

**Proposed No.** 2012-0119.1

**Sponsors** Gossett

1 AN ORDINANCE relating to the King County Code; and  
2 amending Ordinance 13880, Section 19, and K.C.C.  
3 1.03.040, Ordinance 13880, Section 20, and K.C.C.  
4 1.03.050 and Ordinance 13880, Section 25, and K.C.C.  
5 1.03.100 and repealing Ordinance 5962, Section 2, as  
6 amended, and K.C.C. 2.12.080.

7 **PREAMBLE:**

8 Section 880 of the King County Charter requires the council to provide for  
9 the compilation and codification of all county ordinances and regulations  
10 which have the force of law and are permanent or general in nature.

11 The council has complied with this requirement by preparing paper copies  
12 of the King County Code and quarterly supplements to the code.

13 Beginning in 1997, the council has posted the King County Code and  
14 supplements to the Internet. Currently, the text of the version of the code  
15 found on the Internet can be searched.

16 All ordinances and motions adopted by the council since the creation of  
17 the charter are posted to the Internet as searchable documents.

18 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

19            SECTION 1. Ordinance 13880, Section 19, and K.C.C. 1.03.040 are each hereby  
20 amended to read as follows:

21            The clerk of the council shall compile and ~~((maintain a comprehensive index to~~  
22 ~~the King County Code and prepare for publication supplements to the index))~~ prepare an  
23 electronic searchable version of the King County Code and shall post the electronic  
24 searchable version of the code to the Internet. The electronic version of the code,  
25 updated regularly and at least annually, shall be available to the public on the county's  
26 website at no charge. The electronic searchable version shall serve as the detailed index  
27 to the code required by the charter.

28            SECTION 2. Ordinance 13880, Section 20, and K.C.C. 1.03.050 are each hereby  
29 amended to read as follows:

30            The clerk of the council shall ~~((prepare and maintain full historical records~~  
31 ~~showing the enactment, amendment, revision, supersession and repeal of the various~~  
32 ~~sections of the code))~~ include in each section of the King County Code a list of all  
33 ordinances that have adopted or amended the section and shall post all adopted  
34 ordinances to the Internet.

35            SECTION 3. Ordinance 13880, Section 25, and K.C.C. 1.03.100 are each hereby  
36 amended to read as follows:

37            The King County Code as posted to the Internet containing the certificate of the  
38 clerk of the council ~~((and a supplement or addition to or reprint edition of the code that~~  
39 ~~contains the certificate of the clerk))~~ is official and is prima facie evidence of the laws  
40 contained in the code.

41            SECTION 4. Ordinance 5962, Section 2, as amended, and K.C.C. 2.12.080 are  
42 each hereby repealed.

43

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

---

Dow Constantine, County Executive

**Attachments:** None

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Sponsor: Ferguson

Proposed No.: 2012-0119

2 On page 2, line 27, after "charter." insert "The clerk shall make available an electronic  
3 searchable version of the code that allows the entire code to be searched in a single  
4 query."

7 On page 3, line 43, insert:

10           The county administrative officer shall be the director of the department of  
11   executive services. The department shall include the records and licensing services  
12   division, the finance and business operations division, the human resources management  
13   division, the facilities management division, the administrative office of risk  
14   management, the administrative office of emergency management, the administrative  
15   office of the business resource center and the administrative office of civil rights. In  
16   addition, the county administrative officer shall be responsible for providing staff support  
17   for the board of ethics.

18           A. The duties of the records and licensing services division shall include the  
19 following:

20           1. Issuing marriage, vehicle/vessel, taxicab and for-hire driver and vehicle and  
21 pet licenses, collecting license fee revenues and providing licensing services for the  
22 public;

23           2. Enforcing county and state laws relating to animal control;

24           3. Managing the recording, processing, filing, storing, retrieval and certification  
25 of copies of all public documents filed with the division as required;

26           4. Processing all real estate tax affidavits; and

27           5. Acting as the official custodian of all county records, as required by general  
28 law, except as otherwise provided by ordinance(~~(; and~~

29           ~~6. Managing the printing and distribution of the King County Code and~~  
30 ~~supplements to the public)).~~

31           B. The duties of the finance and business operations division shall include the  
32 following:

33           1. Monitoring revenue and expenditures for the county. The collection and  
34 reporting of revenue and expenditure data shall provide sufficient information to the  
35 executive and to the council. The division shall be ultimately responsible for maintaining  
36 the county's official revenue and expenditure data;

37           2. Performing the functions of the county treasurer;

38           3. Billing and collecting real and personal property taxes, local improvement  
39 district assessments and gambling taxes;

40           4. Processing transit revenue;

- 41           5. Receiving and investing all county and political subjurisdiction moneys;
- 42           6. Managing the issuance and payment of the county's debt instruments;
- 43           7. Managing the accounting systems and procedures;
- 44           8. Managing the fixed assets system and procedures;
- 45           9. Formulating and implementing financial policies for other than revenues and
- 46 expenditures for the county and other applicable agencies;
- 47           10. Administering the accounts payable and accounts receivable functions;
- 48           11. Collecting fines and monetary penalties imposed by district courts;
- 49           12. Developing and administering procedures for the procurement of and
- 50 awarding of contracts for tangible personal property, services, professional or technical
- 51 services and public work in accordance with K.C.C. chapter 4.16 and applicable federal
- 52 and state laws and regulations;
- 53           13. Establishing and administering procurement and contracting methods, and
- 54 bid and proposal processes, to obtain such procurements;
- 55           14. In consultation with the prosecuting attorney's office and office of risk
- 56 management, developing and overseeing the use of standard procurement and contract
- 57 documents for such procurements;
- 58           15. Administering contracts for goods and services that are provided to more
- 59 than one department;
- 60           16. Providing comment and assistance to departments on the development of
- 61 specifications and scopes of work, in negotiations for such procurements, and in the
- 62 administration of contracts;

17. Assisting departments to perform cost or price analyses for the procurement of tangible personal property, services and professional or technical services, and price analysis for public work procurements;

18. Developing, maintaining and revising as may be necessary from time to time the county's general terms and conditions for contracts for the procurement of tangible personal property, services, professional or technical services and public work;

19. Managing the payroll system and procedures, including processing benefits transactions in the payroll system and administering the employer responsibilities for the retirement and the deferred compensation plans;

20. Managing and developing financial policies for borrowing of funds, financial systems and other financial operations for the county and other applicable agencies.

21. Managing the contracting opportunities program to increase opportunities for small contractors and suppliers to participate on county-funded contracts. Submit an annual report as required by K.C.C. 4.19.070.D;

22. Managing the apprenticeship program to optimize the number of apprentices working on county construction projects. Submit an annual report as required by K.C.C. 12.16.175; and

23. Serving as the disadvantaged business enterprise liaison officer for federal Department of Transportation and other federal grant program purposes. The disadvantaged business enterprise liaison officer shall have direct, independent access to the executive on disadvantaged business enterprise program matters consistent with 49



85 C.F.R. Sec. 26.25. For other matters, the disadvantaged business enterprise liaison  
86 officer shall report to the director of the finance and business operations division.

87 C. The duties of the human resources management division shall include the  
88 following:

89 1. Developing and administering training and organizational development  
90 programs, including centralized employee and supervisory training and other employee  
91 development programs;

92 2. Developing proposed and administering adopted policies and procedures for:

93 a. employment, including recruitment, examination and selection;

94 b. classification and compensation; and

95 c. salary administration;

96 3. Developing proposed and administering adopted human resources policy;

97 4. Providing technical and human resources information services support;

98 5. Developing and managing insured and noninsured benefits programs,  
99 including proposing policy recommendations, negotiating benefits plan designs with  
100 unions, preparing legally mandated communications materials and providing employee  
101 assistance and other work and family programs;

102 6. Developing and administering diversity management and employee relations  
103 programs, including affirmative action plan development and administration,

104 management and supervisory diversity training and conflict resolution training;

105 7. Developing and administering workplace safety programs, including  
106 inspection of work sites and dissemination of safety information to employees to promote  
107 workplace safety;

- 108           8. Administering the county's self-funded industrial insurance/worker's  
109   compensation program, as authorized by Title 51 RCW;
- 110           9. Advising the executive and council on overall county employee policies;
- 111           10. Providing labor relations training for county agencies, the executive, the  
112   council and others, in collaboration with the office of labor relations;
- 113           11. Overseeing the county's unemployment compensation program; and
- 114           12. Collecting and reporting to the office of management and budget on a  
115   quarterly basis information on the numbers of filled and vacant full-time equivalent and  
116   term-limited temporary positions and the number of emergency employees for each  
117   appropriation unit.
- 118           D. The duties of the facilities management division shall include the following:
- 119           1. Overseeing space planning for county agencies;
- 120           2. Administering and maintaining in good general condition the county's  
121   buildings except for those managed and maintained by the departments of natural  
122   resources and parks and transportation;
- 123           3. Operating security programs for county facilities except as otherwise  
124   determined by the council;
- 125           4. Administering all county facility parking programs except for public  
126   transportation facility parking;
- 127           5. Administering the supported employment program;
- 128           6. Managing all real property owned or leased by the county, except as provided  
129   in K.C.C. chapter 4.56, ensuring, where applicable, that properties generate revenues  
130   closely approximating fair market value;

- 131           7. Maintaining a current inventory of all county-owned or leased real property;
- 132           8. Functioning as the sole agent for the disposal of real properties deemed
- 133 surplus to the needs of the county;
- 134           9. In accordance with K.C.C. chapter 4.04, providing support services to county
- 135 agencies in the acquisition of real properties, except as otherwise specified by ordinance;
- 136           10. Issuing oversized vehicle permits, franchises and permits and easements for
- 137 the use of county property except franchises for cable television and telecommunications;
- 138           11. Overseeing the development of capital projects for all county agencies
- 139 except for specialized roads, solid waste, public transportation, airport, water pollution
- 140 abatement, surface water management projects and parks and recreation;
- 141           12. Being responsible for all general projects, such as office buildings or
- 142 warehouses, for any county department including, but not limited to, the following:
- 143           a. administering professional services and construction contracts;
- 144           b. acting as the county's representative during site master plan, design and
- 145 construction activities;
- 146           c. managing county funds and project budgets related to capital improvement
- 147 projects;
- 148           d. assisting county agencies in the acquisition of appropriate facility sites;
- 149           e. formulating guidelines for the development of operational and capital
- 150 improvement plans;
- 151           f. assisting user agencies in the development of capital improvement and
- 152 project program plans, as defined and provided for in K.C.C. chapter 4.04;

- 153 g. formulating guidelines for the use of life cycle cost analysis and applying  
154 these guidelines in all appropriate phases of the capital process;
- 155 h. ensuring the conformity of capital improvement plans with the adopted  
156 space plan and approved operational master plans;
- 157 i. developing project cost estimates that are included in capital improvement  
158 plans, site master plans, capital projects and annual project budget requests;
- 159 j. providing advisory services, feasibility studies or both services and studies to  
160 projects as required and for which there is budgetary authority;
- 161 k. coordinating with user agencies to assure user program requirements are  
162 addressed through the capital development process as set forth in this chapter and in  
163 K.C.C. Title 4;
- 164 l. providing engineering support on capital projects to user agencies as  
165 requested and for which there is budgetary authority; and
- 166 m. providing assistance in developing the executive budget for capital  
167 improvement projects; and
- 168 13. Providing for the operation of a downtown winter shelter for homeless  
169 persons between October 15 and April 30 each year.

170 E. The duties of the administrative office of risk management shall include the  
171 management of the county's insurance and risk management programs consistent with  
172 K.C.C. chapter 4.12.

173 F. The duties of the administrative office of emergency management shall  
174 include the following:

175 1. Planning for and providing effective direction, control and coordinated  
176 response to emergencies;

177 2. Being responsible for the emergency management functions defined in  
178 K.C.C. chapter 2.56; and

179 3. Managing the E911 emergency telephone program.

180 G. The duties of the administrative office of civil rights shall include the  
181 following:

182 1. Enforcing nondiscrimination ordinances as codified in K.C.C. chapters 12.17,  
183 12.18, 12.20 and 12.22;

184 2. Assisting departments in complying with the federal Americans with  
185 Disabilities Act of 1990, the federal Rehabilitation Act of 1973, Section 504, and other  
186 legislation and rules regarding access to county programs, facilities and services for  
187 people with disabilities;

188 3. Serving as the county Americans with Disabilities Act coordinator relating to  
189 public access;

190 4. Providing staff support to the county civil rights commission;

191 5. Serving as the county federal Civil Rights Act Title VI coordinator; and

192 6. Coordinating county responses to federal Civil Rights Act Title VI issues and  
193 investigating complaints filed under Title VI.

194 H. The duties of the administrative office of the business resource center shall  
195 include the following:

196 1. The implementation and maintenance of those systems necessary to generate  
197 a regular and predictable payroll through the finance and business operations division;

2. The implementation and maintenance of those systems necessary to provide regular and predictable financial accounting and procedures through the finance and business operations division;

3. The implementation and maintenance of those systems necessary to generate regular and predictable county budgets, budget reports and budget management tools for the county; and

4. The implementation and maintenance of the human resources systems of record for all human resources data for county employment purposes."

Renumber the remaining subsections consecutively and correct any internal references accordingly

**EFFECT:**

- **Requires the Clerk to ensure that there is a version of the on-line code that is searchable with one search function;**
- **Requires the Clerk to maintain one current paper copy of the code;**
- **Removes responsibility for managing the printing and distribution of the King County Code and supplements to the public from the duties of the Records and Licensing Services division.**

at Sponsor: Ferguson

Proposed No.: 2012-0119

On page 1, beginning on line 1, strike everything through line 6, and insert:

**EFFECT:** Amends the title to reflect Amendment 1.

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## King County

### Government Accountability, Oversight and Financial Performance Committee

#### STAFF REPORT

<b>Agenda Item:</b>	6	<b>Name:</b>	Mike Alvine
<b>Proposed No.:</b>	2012-0198	<b>Date:</b>	June 6, 2012
<b>Invited:</b>	Diane Carlson, Director of Regional Initiatives, Executive Office Norm Alberg, Acting Director, Records and Licensing and Services; Sean Bouffiou, Finance and HR Administrator, Records and Licensing Services Yiling Wong, Budget Analyst, Performance, Strategy and Budget		

#### SUBJECT

An ordinance relating to the provision of regional animal services, authorizing the executive to enter into an interlocal agreement, Enhanced Control Services Contract and Licensing Support Contract with cities and towns in King County for the provision of regional animal services.

#### SUMMARY

The proposed ordinance would allow the Executive to enter into an interlocal agreement (ILA) with cities in King County for animal control services (officers in the field responding to events), shelter services and pet licensing services. Cities may also choose to pay for Enhanced Control Services. The term of the new ILA is three years, with services beginning January 1, 2013, and an option to renew for two additional years. As of May 21 of this year, 25 cities have sent the County nonbinding letters of commitment indicating their willingness to participate in the new ILA. Cities cannot terminate the ILA for convenience.

The ILA has a new formula for cost allocation that uses population (20 percent) and usage (80 percent). Three types of subsidies are offered to certain jurisdictions using specified criteria, in order to "mitigate impacts of the cost allocation model". Cities must pass animal codes and fees similar to King County's (and as County Code may be amended in the future) while cities retain independent enforcement authority.

#### BACKGROUND

The County Council has been actively engaged in oversight of animal services for a number of years. In June of 2010 the County created a partnership with 27 cities within the County called Regional Animal Services of King County (RASKC). In the end, 26 cities decided to participate. The policies adopted by the County to guide the creation of RASKC as a separate agency were:

- continuation of adopted policy<sup>1</sup> in June 2010 to provide a regional animal services program to unincorporated King County and 27 contract cities;
- implementation of the policy to establish a separate fund to account for RASKC revenues and expenditures;
- continuation of the policy to methodically reduce General Fund support for animal services;
- reducing the euthanasia rate to 15 percent, and
- continuation of the policy to increase city contributions for animal services provided by the County.

Most recently, the 2012 budget process provided an opportunity to fine-tune the Council's oversight with an expenditure restriction and two provisos (Attachment 5). The expenditure restriction sets aside \$66,544 exclusively for hiring an Administrative Specialist III to support notice and order violations, collect fees/fines and respond to public records requests. The expenditure restriction set a revenue target of \$41,000 to be collected by the new position by June 30, 2012. If the Executive cannot certify that the revenue target was achieved, funding for the position will cease as of August 31, 2012. The due date for this certification is July 15, 2012.

The first proviso is tied to \$175,000 and requires three quarterly reports on revenue receipts from pet license notice and orders violations including fines and penalties, and must include other specific information. The first quarter report was due April 30, 2012 and was received in time, releasing \$50,000 in funding. The second quarter report is due July 30, 2012 and an additional \$50,000 in appropriation authority depends on a timely transmittal. The third quarterly report is due October 30, 2012 and \$75,000 in expenditure authority cannot be released until the Executive "transmits a motion that states that the executive has responded to the proviso and references the proviso's ordinance, section and number and the motion is adopted by the council".

The second proviso is perhaps the most important from an oversight perspective. It restricts \$250,000 until the Executive transmits a revised regional animal services financial plan, a report and a motion that must be adopted by the Council. The proviso goes into some detail expressing Council concern over the structure of the cost recovery model for animal services and the resulting impact to the County's General Fund. It also outlines eight elements that must be included in the regional animal services financial plan. (Details can be found in Attachment 5.) The report and motion are due by June 30 of this year.

## **PRELIMINARY ANALYSIS**

Since the legislation was recently transmitted, Council staff has not been able to review the legislation thoroughly nor have Council and Executive staff had an opportunity to meet and discuss the legislation. Analysis for this report is based largely on information gained through the 2012 budget process and on a preliminary review of the transmittal package with some emphasis on the fiscal note. While the Prosecuting Attorney has reviewed the ILA, Council staff has asked the Council's attorney to review it as well. That review has just begun.

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<sup>1</sup> Ordinances 16861, 16862 and 16863.

*Issues Identified in the Budget Process* - A finding in the staff report for weeks 3 was a concern that the revenue projections for fees, fines, donations and other revenues were overly optimistic. For example, donations were projected at \$200,000 for 2011 but as of August it appeared that donations would only reach \$156,000. A more significant example is the half-year RASKC budget for 2010 that assumed revenues of \$94,350 based on an estimate of collected fines and penalties for pet license violations. However, the agency actually collected only \$10,480. Revenues in the 2011 adopted budget for the agency assumed \$188,000 from pet licensing fees and fines. However, through August of last year, the agency has collected only \$14,185. A more current example is 2012 revenues from fees and fines, excluding licensing fees. The adopted revenue in this category for 2012 is \$394,980. The first quarter proviso response identifies that \$71,895 in violations have been issued but only \$8,110 has been collected. Unless collections pick up significantly for the remainder of the year, funding for the Administrative Specialist III will lapse and revenues for this category will fall well short of projections. The reason the Council inserted Proviso 2 into the budget was because the financial plan put forward for RASKC appeared overly optimistic and the Council had serious doubts about achieving the projected level of revenues.

Separately, two strategies that staff Executive intended to pursue were increasing donations and seeking additional partners such as cities both north and south of the King County boundary lines, tribes, and federal reserves. It appears that the efforts on these strategies have not yet been fruitful.

*Timing* - The summary of the ILA provided in the transmittal packet indicates that the Executive wants the Council to adopt the ILA soon so that preparations can be made for billing and other administrative activities. In addition, the transmittal letter states that during June, the partner cities are considering legislation to adopt the new ILA. This may be premature since the County Council has not yet considered the legislation. It should be noted that costs in the ILA are dependent on participation by all 25 cities so it will be helpful to have a decision by all parties earlier rather than later. If any city opts out of the system, rates have to be recalculated which will affect everyone. While there is no firm deadline for Council action, there is a practical deadline that Executive staff may be able to speak to.

*Performance* – On the positive side, a transmittal document (Attachment 7) outlines the reforms and accomplishments of RASKC. A partial list of improvements and reforms over the last two years (2009 – 2011) includes:

- Investments in technology have allowed the County to collect key data on animal services that is needed to evaluate, monitor and improve performance of the function, including the prevention and investigation of animal cruelty.
- Through partnerships with other organizations including feral cat groups, euthanasia of animals for behavioral reasons has been reduced by 78 percent.
- The overall euthanasia rate has dropped from nearly 18 percent in 2009 to just over 14 percent in 2011. The live release rate went from 79 percent to 83 percent.
- Due to increased veterinary staffing the number of animals that died in care dropped from 3.4 percent to 1.8 percent.
- The Animal Control Officers Guild agreed to forego cost of living adjustments for 2011 and 2013. They also agreed to restructuring compensation for employees working in the pet adoption center.

- A number of improvements have been made in the investigation of animal cruelty investigations as a result of quarterly meetings with law enforcement officials.
- A number of pet licensing improvements have been made including more on-line licensing, credit card capabilities, implementation of a no-tolerance policy for licensing, all of which appear to be contributing to increased licensing revenues in 2012 which are up 20 percent (January 2011 – April 2012).

## **FISCAL NOTE**

At the request of Council staff, Executive staff provided a supplemental fiscal note that shows the budgeted cost of services for 2012 in order to compare the cost projections for the new ILA against the adopted budget. Of significant concern is the fact that the General Fund expenditure for animal services increases \$694,000 for 2013 over the level budgeted for 2012. The increase is an additional \$109,000 for 2014 and \$115,000 for 2015. This is contrary to the stated objective of proviso #2 and differs notably from the adopted financial plan. It is unclear that animal services will be able to meet its fund balance with this level of General Fund expenditures.

To better understand what is going on with the \$2.645 million General Fund transfer for 2013, it is helpful to look at footnotes 6 and 7 for this line item in the fiscal note. The General Fund Contribution includes the elements listed below in Table 1.

**Table 1 – Projected General Fund Expenditures for 2013**

<b>Purpose of Expenditure</b>	<b>Amount</b>
Unincorporated King County's net final cost allocation for services per the Regional Animal Services of King County (RASKC) model	\$809,195
King County Sponsored program support of the RASK model	\$846,133
Transition Funding	\$148,614
Shelter Credits	\$750,000
Licensing Support	\$90,918
<b>Total</b>	<b>\$2,644.860</b>

The conclusion that can be drawn from Table 1 is that the County is contributing approximately \$1.8 million in General Funds to support RASKC over and above its "fair" share as calculated by the financial model. Costs such that the aggregate costs allocated to all jurisdictions are capped for the cities based on inflation (CPI-U plus population growth), leaving the difference between actual and allowable allocable costs as a potential cost increase to the County.

The fiscal note observes that increased marketing and active city participation in revenue activities planned for 2013-2015 may lead to higher licensing revenues, thus decreasing the County-funded portion. Past history suggests that revenues tend to fall short of projections, however, the 2013 license revenue projections are based on 2011 actual revenues. In an email, Executive staff state that license revenues for January-April 2012 are trending higher than 2011 actuals for this period. Council staff has yet to verify this information. Additionally, as noted above, the Animal Control Officers Guild did agree to no cost of living adjustment for 2013, which helps make the service more affordable.

**Next Steps:**

Council staff analysis is just beginning on this issue. Staff will continue their work, begin to answer questions raised at today's meeting and return to committee on June 26<sup>th</sup> for a second hearing on this item.

**ATTACHMENTS**

1. Proposed Ordinance 2012-0198 with attachment A
2. Expenditure Restrictions and Provisos
3. Summary of Terms: Animal Services Interlocal Agreement
4. Reforms and Accomplishments – Regional Animal Services of King County
5. Transmittal Letter dated May 21, 2012
6. Supplemental Fiscal Note

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## KING COUNTY

Attachment 1

### Signature Report

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

June 4, 2012

### Ordinance

**Proposed No.** 2012-0198.1

**Sponsors** Hague and Patterson

1           AN ORDINANCE relating to the provision of regional  
2           animal services, authorizing the executive to enter into an  
3           interlocal agreement, Enhanced Control Services Contract  
4           and Licensing Support Contract with cities and towns in  
5           King County for the provision of regional animal services.

6           STATEMENT OF FACTS:

7           1. Ordinance 16862, adopted by the metropolitan King County council on  
8           June 21, 2010, authorized the county executive to enter into an interlocal  
9           agreement for provision of animal services to cities under a new regional  
10          model that enabled the county and cities and towns to provide for better  
11          public health, safety, animal welfare and customer service outcomes at a  
12          lower cost than jurisdictions are able to provide for on their own. This  
13          was accomplished through properly aligned financial incentives,  
14          partnerships to increase revenue, economies of scale, a consistent  
15          regulatory approach across participating jurisdictions and collaborative  
16          initiatives to reduce the homeless animal population and leverage private  
17          sector resources while providing for a level of animal care respected by  
18          the community.

19           2. Beginning in November 2011, a joint cities-county work group began  
20           meeting on a weekly basis to develop an amended or successor agreement  
21           ensuring continuation of the regional animal services model beyond 2012.

22           The work group included representation from King County and the cities  
23           of Bellevue, Clyde Hill, Covington, Enumclaw, Issaquah, Kenmore, Kent,  
24           Kirkland, Lake Forest Park, Mercer Island, Newcastle, Redmond,  
25           Sammamish, SeaTac, Shoreline, Tukwila and Woodinville.

26           3. On February 1, 2012, an agreement in principle developed by the joint  
27           cities-county work group outlining changes to the existing Interlocal  
28           Agreement, for regional animal services was provided to all contracting  
29           cities. The agreement in principle and supporting materials were shared  
30           with all cities through presentations to city managers and administrators,  
31           numerous city council meetings and through individual meetings with  
32           county and city officials and staff.

33           4. The work group developed a draft successor interlocal agreement for  
34           animal services based on the agreement in principle. The draft was  
35           distributed to cities on April 16, 2012. Through subsequent work of the  
36           cities-county work group, additional modifications have been incorporated  
37           into the interlocal agreement and distributed to all cities on May 17, 2012.

38           5. All cities and towns identified in this ordinance have formally  
39           expressed their interest in participating in a regional animal services model  
40           and are considering adoption of the interlocal agreement for regional  
41           animal services that is authorized by this ordinance.



42           6. The proposed interlocal agreement provides for a term of three years  
43           with an option to extend two additional years. The proposed interlocal  
44           agreement includes a cost allocation methodology that is based on system  
45           use and population and shares defined regional animal system costs  
46           between the county and all participating cities and towns.

47           7. The proposed interlocal agreement provides that, if some cities or  
48           towns decide not to participate and the costs are thus raised for remaining  
49           participants beyond specified levels, the agreement will not go into effect  
50           unless the provision is waived.

51           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

52           SECTION 1. The executive is hereby authorized to enter into an interlocal  
53           agreement for the provision of regional animal services with the cities and towns of  
54           Beaux Arts, Bellevue, Black Diamond, Carnation, Clyde Hill, Covington, Duvall,  
55           Enumclaw, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Mercer  
56           Island, Newcastle, North Bend, Redmond, Sammamish, SeaTac, Shoreline, Snoqualmie,  
57           Tukwila, Woodinville and Yarrow Point, or other cities that desire to enter into an  
58           interlocal agreement in substantially the same form as Attachment A to this ordinance.

59           SECTION 2. The executive is additionally authorized to enter into the Enhanced  
60           Control Services Contract and the Licensing Support Contract with such cities and towns

61 as may so request, such as in the forms that are included as Exhibit E and Exhibit F to  
62 Attachment A to this ordinance.  
63

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Animal Services Interlocal Agreement for 2013 Through 2015

**Animal Services Interlocal Agreement for 2013 Through 2015**

This AGREEMENT is made and entered into effective as of this 1<sup>st</sup> day of July, 2012, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of \_\_\_\_\_, a Washington municipal corporation (the "City").

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of regional public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of access for the public; and

WHEREAS, the Contracting Cities are partners in making regional animal services work effectively, and are customers of the Animal Services Program provided by the County; and

WHEREAS, in light of the joint interest among the Contracting Parties in continuing to develop a sustainable program for regional animal services, including achievement of sustainable funding resources, the County intends to include cities in the process of identifying and recommending actions to generate additional revenues through the Joint City-County Committee, and further intends to convene a group of elected officials with a representative from each Contracting City to discuss and make recommendations on any potential countywide revenue initiative for animal services requiring voter approval, the implementation of which would be intended to coincide with the end of the term of this Agreement; and

WHEREAS, by executing this Agreement, the City is not implicitly agreeing to or supportive of any potential voter approved levy initiative in support of animal services; and

WHEREAS, the City and the County are parties to an Animal Services Interlocal Agreement dated July 1, 2010, which will terminate on December 31, 2012 (the "2010 Agreement"); and

WHEREAS, the City and County have negotiated a successor agreement to the 2010 Agreement in order to extend delivery of Animal Services to the City for an additional three years beginning January 1, 2013; and

WHEREAS, certain notification and other commitments under this successor Agreement arise before January 2013, but the delivery of Animal Services under this Agreement will not commence until January 1, 2013; and

WHEREAS, nothing in this Agreement is intended to alter the provision of service or manner and timing of compensation and reconciliation specified in the 2010 Agreement for services provided in 2012; and

WHEREAS, the City pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34) , is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is authorized by the Interlocal Cooperation Act, Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is willing to render such services on the terms and conditions hereinafter set forth; and

WHEREAS, the County is offering a similar form of Animal Services Interlocal Agreement to cities in King County listed in Exhibit C-1 to this Agreement, and has received a non-binding statement of intent to sign such agreement from those cities;

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
  - a. **"Agreement"** means this Animal Services Interlocal Agreement for 2013 Through 2015 between the Parties including any and all Exhibits hereto, unless the context clearly indicates an intention to reference all such Agreements by and between the County and other Contracting Cities.
  - b. **"Animal Services"** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, "Animal Services" are sometimes referred to herein as the **"Program."**
  - c. **"Enhanced Control Services"** are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the "Enhance Control Services Contract").
  - d. **"Contracting Cities"** means all cities that are parties to an Agreement.
  - e. **"Parties"** means the City and the County.
  - f. **"Contracting Parties"** means all Contracting Cities and the County.
  - g. **"Estimated Payment"** means the amount the City is estimated to owe to the County for the provision of Animal Services over a six month period per the

formulas set forth in **Exhibit C**. The Estimated Payment calculation may result in a credit to the City payable by the County.

- h. **“Pre-Commitment Estimated 2013 Payment”** means the preliminary estimate of the amount that will be owed by (or payable to) each Contracting Party for payment June 15, 2013 and December 15, 2013 as shown on **Exhibit C-1**.
- i. **“Preliminary Estimated 2013 Payment”** means the amount estimated by the County on or before August 1, 2012 per Section 5, to be owed by each Contracting Party on June 15, 2013 and December 15, 2013 based on the number of Contracting Cities with respect to which the Agreement goes into effect per Section 15. This estimate will also provide the basis for determining whether the Agreement meets the “2013 Payment Test” in Section 15.
- j. The **“Final Estimated 2013 Payment”** means the amount owed by each Contracting Party on June 15, 2013 and December 15, 2013, notice of which shall be given to the City by the County no later than December 15, 2012.
- k. **“Control District”** means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
- l. **“Reconciliation Adjustment Amount”** means the amount payable each August 15 by either the City or County as determined per the reconciliation process described in **Exhibit D**. **“Reconciliation”** is the process by which the Reconciliation Adjustment Amount is determined.
- m. **“Service Year”** means the calendar year in which Animal Services are or were provided.
- n. **“2010 Agreement”** means the Animal Services Agreement between the Parties effective July 1, 2010, and terminating at midnight on December 31, 2012.
- o. **“New Regional Revenue”** means revenue received by the County specifically for support of Animal Services generated from regional marketing campaigns (excluding local licensing canvassing efforts by Contracting Cities or per Section 7), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services program; *provided that* New Regional Revenue does not include Licensing Revenue, Non-Licensing Revenue or Designated Donations, as defined in **Exhibit C**. The manner of estimating and allocating New Regional Revenue is prescribed in **Exhibit C-4** and **Exhibit D**.
- p. **“Latecomer City”** means a city receiving animal services under an agreement with the County executed after July 1, 2012, per the conditions of Section 4.a.

2. **Services Provided.** Beginning January 1, 2013, the County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County will engage in good faith with the Joint City-County Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. Except as set forth in Section 9 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement do not include services of legal counsel, which shall be provided by the City at its own expense.
  - a. Enhanced Control Services. The City may request Enhanced Control Services by completing and submitting **Exhibit E** to the County. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.
3. **City Obligations.**
  - a. Animal Regulatory Codes Adopted. To the extent it has not already done so, the City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control standards that differ from those of the County.
  - b. Authorization to Act on Behalf of City. Beginning January 1, 2013, the City authorizes the County to act on its behalf in undertaking the following:
    - i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.
    - ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.
    - iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be considered by the King County Board of Appeals unless either the City or the County determines that the particular matter should be heard by the City.
    - iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to violations of any City ordinances.

- c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication mechanisms such as bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide to the County accurate and timely records regarding all pet license sales processed by the City. All proceeds of such sales shall be remitted to the County by the City on a quarterly basis (no later than each March 31, June 30, September 30, and December 31).
4. **Term.** Except as otherwise specified in Section 15, this Agreement will take effect as of July 1, 2012 and, unless extended pursuant to Subparagraph 4.b below, shall remain in effect through December 31, 2015. The Agreement may not be terminated for convenience.
- a. Latecomers. The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the later agreement will not cause an increase in the City's costs payable to the County under this Agreement. Cities that are party to such agreements are referred to herein as "Latecomer Cities."
  - b. Extension of Term. The Parties may agree to extend the Agreement for an additional two-year term, ending on December 31, 2017. For purposes of determining whether the Agreement shall be extended, the County will invite all Contracting Cities to meet in September 2014, to discuss both: (1) a possible extension of the Agreement under the same terms and conditions; and (2) a possible extension with amended terms.
    - i. Either Party may propose amendments to the Agreement as a condition of an extension.
    - ii. Nothing in this Agreement shall be construed to compel either Party to agree to an extension or amendment of the Agreement, either on the same or different terms.
    - iii. The County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement.
  - c. Notice of Intent to Not Extend. No later than March 1, 2015, the Parties shall provide written notice to one another of whether they wish to extend this Agreement on the same or amended terms. The County will include a written reminder of this March 1 deadline when providing the City notice of

its 2015 Estimated Payments (notice due December 15, 2014 per Section 5). By April 5, 2015, the County will provide all Contracting Cities with a list of all Contracting Parties submitting such notices indicating which Parties do not seek an extension, which Parties request an extension under the same terms, and which Parties request an extension under amended terms.

- d. Timeline for Extension. If the Contracting Parties wish to extend their respective Agreements (whether under the same or amended terms) through December 31, 2017, they shall do so in writing no later than July 1, 2015. Absent such an agreed extension, the Agreement shall terminate on December 31, 2015.
- e. Limited Reopener and Termination. If a countwide, voter approved property tax levy for funding some or all of the Animal Services program is proposed that would impose new tax obligations before January 1, 2016, this Agreement shall be re-opened for the limited purposes of negotiating potential changes to the cost and revenue allocation formulas herein. Such changes may be made in order to reasonably ensure that the Contracting Cities are receiving equitable benefits from the proposed new levy revenues. Re-opener negotiations shall be initiated by the County no later than 60 days before the date of formal transmittal of such proposal to the County Council for its consideration. Notwithstanding anything in this Agreement to the contrary, if the re-opener negotiations have failed to result in mutually agreed upon changes to the cost and revenue allocation formulas (as reflected in either an executed amendment to this Agreement or a memorandum of understanding signed between the chief executive officers of the Parties) within 10 days of the date that the election results confirming approval of such proposal are certified, either Party may terminate this Agreement by providing notice to the other Party no sooner than the date the election results are certified and no later than 15 days following the end of such 10-day period. Any termination notice so issued will become effective 180 days following the date of the successful election, or the date on which the levy is first imposed, whichever is sooner.
- f. The 2010 Agreement remains in effect through December 31, 2012. Nothing in this Agreement shall limit or amend the obligation of the County to provide Animal Services under the 2010 Agreement as provided therein and nothing in this Agreement shall amend the obligations therein with respect to the calculation, timing, and reconciliation of payment of such services.

5. **Compensation.** The County will develop an Estimated Payment calculation for each Service Year using the formulas described in **Exhibit C**, and shall transmit the payment information to the City according to the schedule described below. The



County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 6 below and **Exhibit D**, in order to reconcile the Estimated Payments made by the City in the prior Service Year. The City (or County, if applicable) will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts as follows (a list of all payment-related notices and dates is included at **Exhibit C-7**):

- a. Service Year 2013: The County will provide the City with a calculation of the Preliminary Estimated Payment amounts for Service Year 2013 on or before August 1, 2012, which shall be derived from the Pre-Commitment Estimated 2013 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year 2011 data in **Exhibit C-2**. The County will provide the City with the Final Estimated Payment calculation for Service Year 2013 by December 15, 2012. The City will pay the County the Preliminary Estimated Payment Amounts for Service Year 2013 on or before June 15, 2013 and December 15, 2013. If the calculation of the Preliminary Estimated Payment shows the City is entitled to receive a payment from the County, the County will pay the City such amount on or before June 15, 2013 and December 15, 2013. The Reconciliation Adjustment Amount for Service Year 2013 shall be paid on or before August 15, 2014, as described in Section 6.
- b. Service Years after 2013.
  - i. Initial Estimate by September 1. To assist the City with its budgeting process, the County will provide the City with a non-binding, preliminary indication of the Estimated Payments for the upcoming Service Year on or before each September 1.
  - ii. Estimated Payment Determined by December 15. The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in **Exhibit C**. The County will by December 15 provide written notice to all Contracting Parties of the schedule of Estimated Payments for the upcoming Service Year.
  - iii. Estimated Payments Due Each June 15 and December 15. The City will pay the County the Estimated Payment Amount on or before each June 15 and December 15. If the calculation of the Estimated Payment shows the City is entitled to receive a payment from the County, the County will pay the City such amount on or before each June 15 and December 15.
  - iv. The Reconciliation Adjustment Amount for the prior Service Year shall be paid on or before August 15 of the following calendar year, as described in Section 6.

- v. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party that they have ten (10) days to cure non-payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. If the nonpaying Party is the County, the City may withhold future Estimated Payments until all outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.
  - vi. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 14.g.
  - c. Payment Obligation Survives Expiration or Termination of Agreement. The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2015, the Final Estimated 2015 Payment is nevertheless due on or before December 15, 2015, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2016.
  - d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.
6. **Reconciliation of Estimated Payments and Actual Costs and Revenues.** In order that the Contracting Parties share costs of the regional Animal Services Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived by recalculating the formulas in **Exhibit C** using actual revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.

## 7. Regional Revenue Generation and Licensing Revenue Support

- a. The Parties intend that the provision of Animal Services becomes significantly more financially sustainable over the initial three year term of this Agreement through the development of New Regional Revenue and the generation of additional Licensing Revenue. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Committee before proceeding with efforts to implement proposals to generate New Regional Revenue.
- b. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service and Enhanced Control Service, if applicable), they will be reinvested in the Program to reduce the costs of other Contracting Parties and to improve service delivery: the cost allocation formulas of this Agreement are intended to achieve this outcome.
- c. Licensing Revenue Support.
  - i. In 2013, the County will provide licensing revenue support to the nine Contracting Cities identified on **Exhibit C-5** (the "Licensing Revenue Support Cities").
  - ii. The City may request licensing revenue support from the County in 2014 and 2015 by executing **Attachment A** to **Exhibit F**. The terms and conditions under which such licensing revenue support will be provided are further described at **Exhibit C-5** and **Exhibit F**. Except as otherwise provided in **Exhibit C-5** with respect to Licensing Revenue Support Cities with a Licensing Revenue Target of over \$20,000 (per Table 1 of **Exhibit C-5**), provision of licensing revenue support in 2014 and 2015 is *subject to* the County determining it has capacity to provide such services, with priority allocation of any available services going first to Licensing Revenue Support Cities on a first-come, first-served basis and thereafter being allocated to other Contracting Cities requesting service on a first-come, first-served basis. Provision of licensing revenue support is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
  - iii. In addition to other terms described in **Exhibit F**, receipt of licensing revenue support is subject to the recipient City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.

8. **Mutual Covenants/Independent Contractor.** The Parties understand and agree that the County is acting hereunder as an independent contractor with the intended following results:

- a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
- b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- c. The County contact person for the City staff regarding all issues arising under this Agreement, including but not limited to citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.

9. **Indemnification and Hold Harmless.**

- a. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and

employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. **Dispute Resolution.** Whenever any dispute arises between the Parties or between the Contracting Parties under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith by the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

11. **Joint City-County Committee and Collaborative Initiatives.** A committee composed of 3 county representatives (appointed by the County) and one

representative from each Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet less than twice each year. Committee members may not be elected officials. The Committee shall review service issues and make recommendations regarding efficiencies and improvements to services, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives identified below. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both county and city members of the Joint City-County Committee. Recommendations of the Joint City-County Committee are non-binding. The collaborative initiatives to be explored shall include, but are not necessarily limited to:

- a. Proposals to update animal services codes, including fees and penalties, as a means to increase revenues and incentives for residents to license, retain, and care for pets.
- b. Exploring the practicability of engaging a private for-profit licensing system operator.
- c. Pursuing linkages between County and private non-profit shelter and rescue operations to maximize opportunities for pet adoption, reduction in homeless pet population, and other efficiencies.
- d. Promoting licensing through joint marketing activities of Contracting Cities and the County, including recommending where the County's marketing efforts will be deployed each year.
- e. Exploring options for continuous service improvement, including increasing service delivery efficiencies across the board.
- f. Studying options for repair and/or replacement of the Kent Shelter.
- g. Reviewing the results of the County's calculation of the Reconciliation Adjustment Amounts.
- h. Reviewing preliminary proposed budgets for Animal Services.
- i. Providing input into the formatting, content and details of periodic Program reports as per Section 12 of this Agreement.
- j. Reviewing and providing input on proposed Animal Services operational initiatives.
- k. Providing input on Animal Control Services response protocols with the goal of supporting the most appropriate use of scarce Control Services resources.
- l. Establishing and maintaining a marketing subcommittee with members from within the Joint City-County committee membership and additional staff as may be agreed.
- m. Collaborating on response and service improvements, including communication with 911 call centers.

- n. Developing alternative dispute mechanisms that may be deployed to assist the public in resolving low-level issues such as barking dog complaints.
- o. Working with Contracting Cities to plan disaster response for animal sheltering and care.
- p. Ensuring there is at least one meeting each year within each Control District between the County animal control officer representatives and Contracting Cities' law enforcement representatives.
- q. Identifying, discussing and where appropriate recommending actions to implement ideas to generate additional revenue to support operation and maintenance of the Animal Services Program, including but not limited to providing input and advice in shaping the terms of any proposed Countywide voted levy to provide funding support for the Animal Services Program.

12. **Reporting.** The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. The formatting, content and details of the report will be developed in consultation with the Joint City-County Committee.

13. **Amendments.** Any amendments to this Agreement must be in writing. This Agreement shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of the legislative bodies of all other Contracting Parties (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* this provision shall not apply to any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section.

14. **General Provisions.**

- a. Other Facilities. The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of animal care and sheltering within King County.

- b. Survivability. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 9 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
- c. Waiver and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- d. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining the Animal Services Program and the care and treatment of animals in the Program.
- e. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- f. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

For the County:     Caroline Whalen, Director  
                               King County Dept. of Executive Services  
                               401 Fifth Avenue, Suite 135  
                               Seattle WA. 98104



- h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
- i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
- j. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.
- k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- l. Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

**15. Terms to Implement Agreement.** Because it is unknown how many parties will ultimately approve the Agreement, and participation of each Contracting Party impacts the costs of all other Contracting Parties, the Agreement will go into effect as of July 1, 2012, only if certain "Minimum Contracting Requirements" are met or waived as described in this section. These Minimum Contracting Requirements will not be finally determined until August 15, 2012. If it is determined on or about August 15 that Minimum Contracting Requirements are **not** met and not waived, then the Agreement will be deemed to have never gone into effect, regardless of the July 1, 2012 stated effective date. If the Minimum Contracting Requirements are met or waived, the Agreement shall be deemed effective as of July 1, 2012. The Minimum Contracting Requirements are:

**a. For both the City and the County:**

- 1. 2013 Payment Test:** The Preliminary Estimated 2013 Payment, calculated on or before August 1, 2012, to include the County and all cities that have executed the Agreement on or prior to July 1, 2012, does not exceed the Pre-Commitment Estimated 2013 Payment as set forth in **Exhibit C-1** by more than five percent (5%) or \$3,500, whichever is greater. **If the 2013 Payment Test is not met**, either Party may waive this condition and allow the Agreement to go into effect, provided that such waiver must be exercised by giving notice to the other Party (which notice shall meet the requirements of Section 14.g) no later than August 15, 2012.

- b. **For the County:** The **Minimum Contiguity of Service Condition** must be met, such that the County is only obligated to enter into the Agreement if the County will be providing Animal Services in areas contiguous to the City, whether by reason of having an Agreement with another City or due to the fact that the City is contiguous to unincorporated areas (excluding unincorporated islands within the City limits). The Minimum Contiguity of Service Condition may be waived by the County in its sole discretion. The County shall provide the City notice meeting the requirements of Section 14.g no later than July 21, 2012 if the Minimum Contiguity of Service Condition has not been met.
- c. On or before August 21, 2012, the County shall send all Contracting Cities an informational email notice confirming the final list of all Contracting Cities with Agreements that have gone into effect.

16. **Administration.** This Agreement shall be administered by the County Administrative Officer or his/her designee, and by the City Manager, or his/her designee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of July 1, 2012.

**King County**

**City of \_\_\_\_\_**

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
City Manager/Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **List of Exhibits**

**Exhibit A: Animal Services Description**

**Exhibit B: Control Service District Map Description**

**Exhibit B-1: Map of Control Service District**

**Exhibit C: Calculation of Estimated Payments**

**Exhibit C-1: Pre-Commitment Estimated 2013 Payment** (*showing participation only by jurisdictions that have expressed interest in contracting for an additional 3 year term*)

**Exhibit C-2: Estimated Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Pre-Commitment Estimated 2013 Payment**

**Exhibit C-3: Calculation of Budgeted Total Allocable Animal Services Costs, Budgeted Total Non-Licensing Revenue and Budget Net Allocable Animal Services Costs for 2013**

**Exhibit C-4: Calculation and Allocation of Transition Credit, Shelter Credit, and Estimated New Regional Revenue**

**Exhibit C-5: Licensing Revenue Support**

**Exhibit C-6: Summary of Calculation Periods for Use and Population Components**

**Exhibit C-7: Payment and Calculation Schedule**

**Exhibit D: Reconciliation**

**Exhibit E: Enhanced Control Services Contract (Optional)**

**Exhibit F: Licensing Support Contract (Optional)**

## **Exhibit A**

### **Animal Service Description**

#### **Part I: Control Services**

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

##### **1. Call Center**

- a. The County will operate an animal control call center five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County will negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match the final choice of Control District service days.
- b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
- c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.

##### **2. Animal Control Officers**

- a. The County will divide the area receiving Control Services into three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
  - i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs shall be available for responding to calls within their assigned Control District and will not be generally

available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts.

- ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.
- b. Control District boundaries have been designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts ("host sites") in order to facilitate service and travel time improvements or efficiencies.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:
  - 1. Emergent animal bite,
  - 2. Emergent vicious dog,
  - 3. Emergent injured animal,
  - 4. Police assist calls—(police officer on scene requesting assistance from an ACO),
  - 5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
  - 6. Emergent animal cruelty.
- d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral

to other resources, or by dispatching of an ACO as necessary or available, all as determined necessary and appropriate in the sole discretion of the County. Particularly in the busier seasons of the year (spring through fall), lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:

1. Non-emergent high priority events,
  2. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
  3. Trespass,
  4. Stray Dog/Cat/other animal confined,
  5. Barking Dog,
  6. Leash Law Violation,
  7. Deceased Animal,
  8. Trap Request,
  9. Female animal in season, and
  10. Owner's Dog/Cat/other animal confined.
- e. The Joint-City County Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this **Exhibit A**, *except that* upon the recommendation of the Joint City-County Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.
- f. In addition to the ACOs serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.
1. An animal control sergeant will provide oversight of and back-up for ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
  2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
  3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.

- g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.
- h. Contracting Cities may contract with King County for “Enhanced Control Services” through separate agreement (as set forth in **Exhibit E**); *provided that* a City may not purchase Enhanced Control Services under Option 1 as described in **Exhibit E** if such City is receiving a Transition Funding Credit, Shelter Credit, or licensing revenue support the cost of which is not reimbursed to the County.

## **Part II: Shelter Services**

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County’s animal shelter in Kent (the “Shelter”) or other shelter locations utilized by the County, including related services described in this section. The County’s Eastside Pet Adoption Center in the Crossroads area of Bellevue will be closed to the public.

During 2013-2015, major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program), but no major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated nor will any such capital project costs be allocated to the Contracting Cities in Service Years 2013-2015.

### **1. Shelter Services**

- a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
- b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.
- c. The County will maintain a volunteer/foster care function at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- d. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.

- e. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.
  - f. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.
2. **Other Shelter services**
- a. Dangerous animals will be confined as appropriate/necessary.
  - b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.
3. **Shelter for Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, Lake Forest Park, Kenmore (“Northern Cities”)).** For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynnwood shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS shelter in Lynnwood for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, and the County will refer residents of that City to PAWS for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.
4. **County Contract with PAWS.** Nothing in this Agreement is intended to preclude the County from contracting with PAWS in Lynnwood to care for animals taken in by County ACOs.
5. **Service to Persons who are not Residents of Contracting Cities.** The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

### **Part III: Licensing Services**



Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.

1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4<sup>th</sup> Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County may seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents and on the County's public television channel.
5. The County will annually mail or E-mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be

provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.

## Exhibit B: Control Service District Map

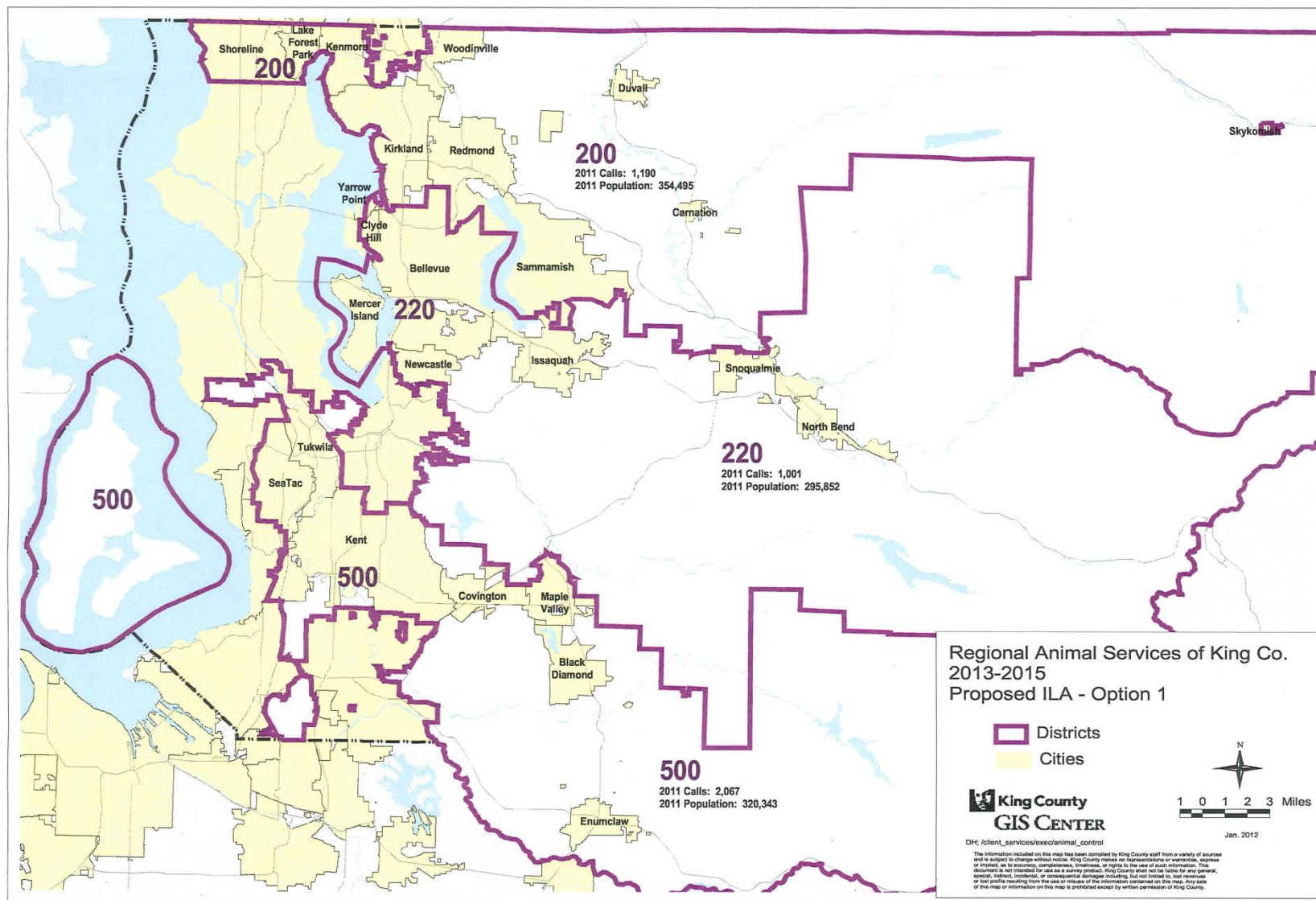
The attached map (**Exhibit B-1**) shows the boundaries of the 3 Control Service Districts as established at the commencement of this Amended and Restated Agreement.

The cities and towns included in each Control District are as follows:

<u>District 200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Woodinville Kirkland Redmond Sammamish Duvall Carnation	<u>District 220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District 500 (Southern District)</u> Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on **Exhibit B-1**.

# Exhibit B-1 Control District Map





## Exhibit C

### Calculation of Estimated Payments

The Estimated Payment is the amount, before reconciliation, owed by the City to the County (or owed by the County to the City if the amount calculated is less than \$0) for the provision of six months of Animal Services, based on the formulas below.

**In summary and subject to the more detailed descriptions below**, an initial cost allocation is made for Service Year 2013 based on the cost factors described in **Part 1** below; costs are offset by various revenues as described in **Part 2**. An annual reconciliation is completed as described in **Part 3**. In Service Years 2014 and 2015, the Contracting Parties' allocable costs are adjusted based on: (1) the actual change in total allocable costs over the previous Service Year (subject to an inflator cap), (2) changes in revenues, and (3) to account for annexations (in or out of the Program service area) of areas with a population of 2,500 or more, and for changes in relative population share of all Contracting Parties due to any Latecomer Cities. If the Agreement is extended past 2015, the cost allocation in 2016 will be recalculated in the same manner as for Service Year 2013 and adjusted in 2017 per the process used for Service Years 2014 and 2015.

Based on the calculation process described in **Parts 1 and 2**, an "Estimated Payment" amount owed by each City for each Service Year is determined. Each Estimated Payment covers six months of service. Payment for service is made by each City every June 15 and December 15.

#### **Part 1: Service Year 2013 Cost Allocation Process**

- Control Services costs are to be shared among the 3 geographic Control Districts; one quarter of such costs are allocated to Control District 200, one quarter to Control District 220, and one half are allocated to Control District 500. Each Contracting Party located within a Control District is to be allocated a share of Control District costs based 80% on the Party's relative share of total Calls for Service within the Control District and 20% on its relative share of total population within the Control District.
- Shelter Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the total shelter intake of animals attributable to each Contracting Party, except that cities contracting for shelter services with PAWS will pay only a population-based charge.

- Licensing Services costs are to be allocated among all Contracting Parties, based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.

## **Part 2: Revenue and Other Adjustments to the 2013 Cost Allocation.**

In 2013 and each Service Year thereafter, the costs allocable to each Contracting Party are reduced by various revenues and credits:

- Licensing revenue will be attributed to each Contracting Party based on the residency of the individual purchasing the license (see **Part 3** for reconciliation of Licensing Revenues). As Licensing Revenue and Non-Licensing Revenues change from year to year, the most recent historical actual data for these amounts will be incorporated to offset costs (See **Exhibit C-6** for calculation periods).
- Two credits are applicable to various Contracting Cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (fixed at 2013 level, payable annually through 2015) for cities with high per-capita costs and a Shelter Credit (for Contracting Cities with the highest per capita intakes (usage)) (also fixed at a 2013 level, payable annually through 2015). Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual Reconciliation calculation).
- In addition to the Transition Funding and Shelter credits, in 2013 the County will provide Licensing Revenue Support to nine identified Contracting Cities (selected based on the general goal of keeping 2013 costs the same or below 2012 costs). In exchange for certain in-kind support, these "Licensing Revenue Support Cities" are assured in 2013 of receiving an identified amount of additional licensing revenue or credit equivalent (the "Licensing Revenue Target"). In 2014 and 2015, all Contracting Cities may request licensing revenue support by entering into a separate licensing support contract with the County (**Exhibit F**): this support is subject to availability of County staff, with priority going to the nine Licensing Revenue Support Cities, *provided that*, Licensing Revenue Support Cities with a Licensing Revenue Target over \$20,000/year will be assured such service in 2013-2015 by entering into a licensing support contract by September 1, 2012.
- As New Regional Revenues are received by the County to support the Animal Services Program, those Revenues shall be allocated as follows:

- Half of New Regional Revenues shall be applied to reduce allocable Control Services Costs, Shelter Services Costs, and Licensing Services Costs (in 2013, by 17%, 27% and 6%, respectively, of total New Regional Revenues; in 2014 and 2015 the 50% reduction is simply made against Total Allocable Costs).
- The remaining half of New Regional Revenues shall be applied in the following order of priority:
  - (a) to offset amounts expended by the County as Transition Funding Credits, Shelter Credits and unreimbursed licensing revenue support;
  - (b) to offset other County Animal Services Program costs that are not allocated in the cost model;
  - (c) to reduce on a *pro-rata* basis up to 100% of the costs allocated to each Contracting Party by the population factor of the cost allocation formulas (20%) with the intent of reducing or eliminating the population-based cost allocation; and
  - (d) if any funds remain thereafter, as an offset against each Contracting Party's final reconciled payment obligation. Items(c) and (d) above are unlikely to arise during the 3 year term of the Agreement and shall be calculated only at Reconciliation.
- In Service Years 2014 and 2015, allocable costs are adjusted for each Contracting Party based on the actual increase or decrease in allocable costs from year to year for the whole Program. Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflator Cap. The Annual Budget Inflator Cap is the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities).
- In all Service Years, costs are also adjusted for annexations (in or out of the Program service area) of areas with a population greater of 2,500 or more and the shift in relative population shares among all Contracting Parties as a result of any Latecomer Cities.

### **Part 3: Reconciliation**

- Estimated Payments are reconciled to reflect actual revenues as well as changes in population attributable to annexations of areas with a population of 2,500 or more (in or out of the Program) and the shifts in relative population among all Contracting Parties as a result of any Latecomer Cities. The Reconciliation occurs



by June 30 of the following calendar year. The Reconciliation calculation and payment process is described in **Exhibit D**.

- The receipt of Transition Funding Credits or Shelter Credits can never result in the amount of the Estimated Reconciliation Adjustment Payment falling below \$0.
- If a jurisdiction's licensing revenues exceed its net costs payable under this Agreement, then in the annual reconciliation process, the excess licensing revenue is reallocated *pro rata* amongst all Contracting Parties which will otherwise incur net costs; *provided that*, the determination of net costs shall be adjusted as follows: (1) for a Contracting City purchasing shelter services from PAWS, net costs includes consideration of the amounts paid by such City to PAWS; and (2) for a Contracting City purchasing Enhanced Control Services per Exhibit E, net costs includes consideration of the amounts paid for such services.

#### **Part 4: Estimated Payment Calculation Formulas**

##### **For Service Year 2013:<sup>1</sup>**

$$EP = [(EC + ES + EL) - (ER + T + V)] \div 2$$

##### **For Service Years 2014 and 2015:**

$$EP = [(B \times LF) - (ER + T + V)] \div 2$$

Where:

"EP" is the Estimated Payment. For Contracting Cities receiving a Transition Credit or Shelter Credit, the value of EP may not be less \$0.

"EC" or "Estimated Control Services Cost" is the City's estimated share of the Budgeted Net Allocable Control Services Cost for the Service Year. See formula below for deriving "EC."

"ES" or "Estimated Shelter Services Cost" is the City's estimated share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. See formula below for deriving "ES."

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<sup>1</sup> This formula also applies to Service Year 2016 if the Agreement is extended. The EP formula for Years 2014 and 2015 would apply to Service Years after 2016.

**"EL"** or "Estimated Licensing Services Cost" is the City's estimated share of the Budgeted Net Allocable Licensing Services Cost for the Service Year. *See formula below for deriving "EL."*

**"ER"** is Estimated Licensing Revenue attributable to the City. For purposes of determining the Estimated Payment in Year 2013, ER is based on the number of each type of active license issued to City residents in years 2011 (the "Calculation Period"). **Exhibit C-2** shows a preliminary estimate of 2011 Licensing Revenue; the numbers in this exhibit are subject to Reconciliation by June 30, 2012. For Licensing Revenue Support Cities identified in **Exhibit C-5**, or other Contracting Cities which have entered into a Licensing Support Contract per **Exhibit F**, ER is increased by adding the amount of revenue, if any, estimated to be derived as a result of licensing revenue support provided to the City (the "Licensing Revenue Target" or **"RT"**); this amount is also shown in the column captioned "Estimated Revenue from Proposed Licensing Support" on **Exhibit C-1**). License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), which generally represents a very small fraction of overall revenue, is allocated amongst the Parties based on their respective percentages of ER as compared to Total Licensing Revenue. Notwithstanding the foregoing, **"ER"** may be based on a *estimated* amount of licensing for the Service Year for the City if, in the reasonable judgment of the County, an estimated Licensing Revenue amount can be proposed that is likely to more closely approximate the actual Licensing Revenue for the Service Year than the data from the Calculation Period; *provided that* the use of any estimates shall be subject to the conditions of this paragraph. The County shall work with the Joint City-County Committee to develop estimated Licensing Revenue amounts for all Contracting Cities for the upcoming Service Year. If the Joint City County Committee develops a consensus proposal (agreement shall be based on the consensus of those Contracting Cities present at the Joint City/County meeting in which Licensing Revenue estimates are presented in preparation for the September 1 Preliminary Estimated Payment Calculation notification), it shall be used in developing the September 1 Preliminary Estimated Payment Calculation. If a consensus is *not* reached, the County shall apply the actual Licensing Revenue from the Calculation Period for the Service Year to determine the Preliminary Estimated Payment. For the Final Estimated Payment Calculation (due December 15), the County may revisit the previous estimate with the Joint City-County Committee and seek to develop a final consensus revenue estimate. If a consensus is not reached, the County shall apply the Actual Licensing Revenue from the applicable Calculation Period in the calculation of the Final Estimated Payment.

**"T"** is the **Transition Funding Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

**“V”** is the **Shelter Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

**“B”** is the **“Budgeted Total Net Allocable Costs”** estimated for the Service Year for the provision of Animal Services which are allocated among all the Contracting Parties for the purposes of determining the Estimated Payment. The Budgeted Total Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less Budgeted Total Non-Licensing Revenue* and *less 50% of Estimated New Regional Revenues*. The Budgeted Total Allocable Costs *exclude* any amount expended by the County as Transition Funding Credits, or Shelter Credits (described in **Exhibit C-4**), or to provide Licensing Revenue Support (described in **Section 7** and **Exhibit C-5**). A preliminary calculation (by service area—Control, Shelter, Licensing) of Budgeted Total Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Pre-Commitment Estimated 2013 Payments is set forth in **Exhibit C-3**.

**“LF”** is the **“Program Load Factor”** attributable to the City. **LF** has two components, one fixed, and one subject to change each Service Year and at Reconciliation. The first, fixed component relates to the City’s share of Budgeted Total Net Allocable Costs: it is the City’s 2013 Service Year Total Animal Services Cost Allocation (See Column 6 of **Exhibit C-1**) *expressed as a percentage* of the Budgeted Total Net Allocable Costs for 2013. The pre-commitment estimate of **LF** appears in column 7 of **Exhibit C-1**. This component of **LF** (as determined based on the Final 2013 Estimated Payment) remains constant for Service Years 2014 and 2015. The second component of **LF** relates to annexations of areas with a population of 2,500 or more or to Latecomer Cities. This second component is calculated as described in the definition of **“Population,”** below.

**“Total Licensing Revenue”** means all revenue received by the County’s Animal Services Program attributable to the sale of pet licenses excluding late fees. With respect to each Contracting Party, the amount of **“Licensing Revenue”** is the revenue generated by the sale of pet licenses to residents of the jurisdiction. (With respect to the County, the jurisdiction is the unincorporated area of King County.)

**“Total Non-Licensing Revenue”** means all revenue from fine, forfeitures, and all other fees and charges imposed by the County’s Animal Services program in connection with the operation of the Program, *but excluding Total Licensing Revenue, Estimated New Regional Revenues* and **Designated Donations**.

**“Estimated New Regional Revenues” (“ENR”)** are revenues projected to be received by the County specifically for support of Animal Services which result from regional marketing campaigns (thus excluding local licensing canvassing efforts pursuant to **Section 7**), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services Program. Calculation and allocation of Estimated and Actual New Regional Revenues are further described in **Exhibit C-4**. For Service Year 2013, Estimated New Regional Revenues are assumed to be zero. If New Regional Revenues are received in 2013, they will be accounted for in the reconciliation of 2013 Payments. **ENR** excludes **Designated Donations**, **Total Non-Licensing Revenue** and **Total Licensing Revenue**.

**“Designated Donations”** mean donations from individuals or other third parties to the County made for the purpose of supporting specific operations, programs or facilities within the Animal Services Program.

**“Licensing Revenue Support”** means activities or funding to be undertaken in specific cities to enhance licensing revenues, per **Section 7**, **Exhibit C-5** and **Exhibit F**.

**“Annual Budget Inflation Cap”** means the maximum amount by which the Budgeted Total Allocable Costs may be increased from one Service Year to the next Service Year, and year to year, which is calculated as the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities), as identified by comparing the two most recently published July OFM city and county population reports. The cost allocations to individual services (e.g. Control Services, Shelter Services or Licensing Services) or specific items within those services may be increased or decreased from year to year in so long as the Budgeted Total Annual Allocable Costs do not exceed the Annual Budget Inflation Cap.

**“Service Year”** is the calendar year in which Animal Services are/were provided.

**“Calculation Period”** is the time period from which data is used to calculate the Estimated Payment. The Calculation Period differs by formula component and Service Year. **Exhibit C-6** sets forth in table form the Calculation Periods for all formula factors for Service Years 2013, 2014 and 2015.

**“Population”** with respect to any Contracting Party for Service Year 2013 means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population used for purposes of allocating state shared revenues in the subsequent calendar year (typically published by OFM each July,

reflecting final population estimates *as of April of the same calendar year*). For each Service Year, the OFM reported population will be adjusted for annexations of 2,500 or more residents known to be occurring after April, 2012 and before the end of the Service Year. *For example*, when the final Estimated Payment calculation for 2013 is provided on December 15, 2012, the population numbers used will be from the OFM report issued in July 2012 and will be adjusted for all annexations of 2,500 or more residents that occurred (or are known to be occurring) between April 2012 and December 31, 2013. In any Service Year, if: (1) annexations of areas with a population of 2,500 or more people occurs to impact the population within the jurisdiction of a Contracting Party; or (2) a Latecomer City is brought under contract with the County, these changes shall be accounted for in the calculation of the Estimated Payment for such Service Year by adjusting the “**Program Load Factor**” (or “**LF**”) for each Contracting Party. Such adjustment shall be made at the next occurring possibility (e.g., at calculation of the Preliminary Estimated Payment, Final Estimated Payment, or Reconciliation, whichever is soonest). The adjustment in **LF** will be made on a *pro rata* basis to reflect the portion of the year in which the population change was in effect.

- In the case of an annexation, the **LF** calculation will consider the time the annexed area was in the Contracting Party’s jurisdiction and the portion of the year in which the area was not in such Party’s jurisdiction, as well as the relative shift in population (if any) *attributable solely to the annexation* as between all Contracting Parties, by adding (or subtracting) to the **LF** for each Contracting Party an amount that is 20% (reflecting the general allocation of cost under the Agreement based on population) of the *change in population* for each Contracting Party (*expressed as a percentage* of the Contracting Party’s population as compared to the total population for all Contracting Parties) derived by comparing the Final 2013 Estimated Payment population percentage (**LF**) to the population percentage after considering the annexation. The population of an annexed area will be as determined by the Boundary Review Board, in consultation with the annexing city. The population of the unincorporated area within any District will be determined by the County’s demographer.
- In the case of a Latecomer City, the population shall be similarly adjusted among all Contracting Parties in the manner described above for annexations, by considering the change in population between all Contracting Parties *attributable solely* to the Latecomer City becoming a Contracting Party.

**Exhibit C-1** shows the calculation of Pre-Commitment **EP** for Service Year 2013, assuming that the County and all Cities that have expressed interest in signing this Agreement as of May 16, 2012, do in fact approve and sign the Agreement and as a result the Minimum Contract Requirements with respect to all such Cities and the County are met per **Section 15**.

**Component Calculation Formulas (used in Service Year 2013):**

EC is calculated as follows:

$$EC = \{[(C \times .5) \times .8] \times CFS\} + \{[(C \times .5) \times .2] \times D\text{-}Pop\}$$

Where:

**"C"** is the **Budgeted Net Allocable Control Services Cost** for the Service Year, which equals the County's Budgeted Total Allocable Costs for Control Services in the Service Year, *less* the Budgeted Total Non-Licensing Revenue attributable to Control Services in the Service Year (for example, fines issued in the field) *and less 17%* of Estimated New Regional Revenues (**"ENR"**). For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Control Services Cost is \$1,690,447, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and Final Estimated Payment for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

**"CFS"** is the total annual number of Calls for Service for the Service Year for Control Services originating within the City *expressed as a percentage* of the CFS for all Contract Parties within the same Control District. A Call for Service is defined as a request from an individual, business or jurisdiction for a control service response to a location within the City, or a response initiated by an Animal Control Officer in the field, which is entered into the County's data system (at the Animal Services call center or the sheriff's dispatch center acting as back-up to the call center) as a request for service. Calls for information, hang-ups and veterinary transfers are not included in the calculation of Calls for Service. A response by an Animal Control Officer pursuant to an Enhanced Control Services Contract will not be counted as a Call for Service. For purposes of determining the Estimated Payment in 2013, the Calculation Period for CFS is calendar year 2011 actual data. **Exhibit C-2** shows a preliminary estimate of 2011 CFS used to determine the Pre-Commitment Estimated 2013 Payment; the numbers in this Exhibit C-2 are subject to Reconciliation by June 30, 2012.

**"D-Pop"** is the **Population** of the City, *expressed as a percentage* of the Population of all jurisdictions within the applicable Control District.

**ES for Service Year 2013 is calculated as follows:**

If, as of the effective date of this Agreement, the City has entered into a contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood, WA, then, for so long as such contract remains in effect, the City will not pay a share of shelter costs associated with shelter usage ("**A**" as defined below) and instead the Estimated Payment will include a **population-based charge only**, reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .2 \times Pop)$$

If the City **does not** qualify for the population-based shelter charge only, ES is determined as follows:

$$ES = (S \times .2 \times Pop) + (S \times .8 \times A)$$

Where:

"**S**" is the Budgeted Net Allocable Shelter Services Cost for the Service Year, which equals the County's Budgeted Total Allocable Costs for Shelter Services *less* Budgeted Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties) *and less* 27% of Estimated New Regional Revenues (**ENR**) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Shelter Services Cost is \$2,707,453, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and Final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

"**Pop**" is the population of the City expressed as a percentage of the Population of all Contracting Parties.

"**A**" is the total number of animals that were: (1) picked up by County Animal Control Officers from within the City, (2) delivered by a City resident to the County shelter, or (3) delivered to the shelter that are owned by a resident of the City *expressed as a percentage* of the total number of animals in the County Shelter during the Calculation Period. For purposes of the 2013 Estimated Payment, the Calculation Period for "**A**" is calendar year 2011. **Exhibit C-2** shows a preliminary estimate of "**A**" for 2011 used to determine the Pre-Commitment Estimated 2013 Payments; the numbers in this exhibit are subject to Reconciliation by June 30, 2012.

**EL for Service Year 2013 is calculated as follows:**

$$\text{EL} = (\text{L} \times .2 \times \text{Pop}) + (\text{L} \times .8 \times \text{I})$$

Where:

**“L”** is the Budgeted Net Licensing Services Cost for the Service Year, which equals the County’s Budgeted Total Allocable Costs for License Services in the Service Year *less* Budgeted Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year *and less* 6% of Estimated New Regional Revenues (ENR) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Licensing Cost is \$660,375, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

**“Pop”** is the Population of the City expressed as a percentage of the population of all Contracting Parties.

**“I”** is the number of active paid regular pet licenses (e.g., excluding ‘buddy licenses’ or temporary licenses) issued to City residents during the Calculation Period. For purposes of calculating the Estimated Payment in 2013, the Calculation Period for **“I”** is calendar year 2011. **Exhibit C-2** shows a preliminary estimate of **“I”** to be used for calculating the Pre-Commitment Estimated 2013 Payments; the numbers in this Exhibit are subject to reconciliation by June 30, 2012.





Exhibit C-1

**Regional Animal Services of King County  
DRAFT 2013 Estimated Payment Calculation**

Auburn Out, Allocation Method: Population = 20%, Usage = 80%, Three (3) Control Districts: 200, 220, with Control Districts 240 and 260 combined into one (500), costs to districts 25%, 25%, 50%. Usage and Licensing Revenue based on 2011 Preliminary Year End.

**OPTION #1**

	Control	Shelter	Licensing	Total Allocated Costs (1)	2011 Licensing Revenue (est)	Estimated Net Cost
<b>Budgeted Total Allocable Costs</b>	<b>\$1,770,487</b>	<b>\$2,819,960</b>	<b>\$673,640</b>	<b>\$5,264,087</b>		
<b>Budgeted Non-Licensing Revenue</b>	<b>\$80,040</b>	<b>\$112,507</b>	<b>\$13,265</b>	<b>\$205,812</b>		
<b>Budgeted New Regional Revenue (50%)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Budgeted Net Allocable Costs</b>	<b>\$1,690,447</b>	<b>\$2,707,453</b>	<b>\$660,375</b>	<b>\$5,058,275</b>	<b>\$2,480,689</b>	<b>-\$2,577,586</b>

Animal Control District Number	Jurisdiction	Estimated Animal Control Cost Allocation (2)	Estimated Sheltering Cost Allocation (3)	Estimated Licensing Cost Allocation (4)	Estimated Total Animal Services Cost Allocation	Program Load Factor (9)	2011 Licensing Revenue (Estimated)	Estimated Net Cost Allocation	2013-2015 Transition Funding (Annual) (5)	2013 - 2015 Shelter Credits (Annual) (6)	Estimated Net Costs with Transition Funding and Credits	Estimated Revenue from Proposed Licensing Support (7)	Estimated Net Final Cost (8)
200	Carnation	\$4,118	\$3,497	\$1,239	\$8,854	0.1750%	\$4,752	-\$4,102	\$552	\$0	-\$3,550	\$986	-\$2,584
	Duvall	\$11,261	\$15,264	\$5,351	\$31,876	0.6302%	\$21,343	-\$10,533		\$0	-\$10,533	\$7,658	-\$2,875
	Estimated Unincorporated King County	\$83,637	(see total below)	(see total below)	(see total below)		(see total below)	(see total below)	NA	NA	NA	NA	NA
	Kenmore	\$37,911	\$11,592	\$15,423	\$64,926	1.2836%	\$58,602	-\$6,324	\$0	NA	-\$6,324	\$0	-\$6,324
	Kirkland	\$84,595	\$99,626	\$59,940	\$244,162	4.8270%	\$208,000	-\$36,162		\$0	-\$36,162	\$23,853	-\$12,309
	Lake Forest Park	\$22,894	\$7,034	\$12,099	\$42,027	0.8309%	\$48,504	\$6,477	\$0	\$0	\$6,477	\$0	\$6,477
	Redmond	\$37,867	\$54,303	\$32,308	\$124,478	2.4609%	\$116,407	-\$8,071	\$0	\$0	-\$8,071	\$0	-\$8,071
	Sammamish	\$35,341	\$44,214	\$31,129	\$110,684	2.1882%	\$117,649	\$6,965	\$0	\$0	\$6,965	\$0	\$6,965
	Shoreline	\$92,519	\$29,677	\$38,194	\$160,391	3.1709%	\$145,689	-\$14,702	\$0	\$0	-\$14,702	\$0	-\$14,702
	Woodinville	\$12,268	\$6,103	\$7,708	\$26,079	0.5156%	\$29,220	\$3,141	\$0	\$0	\$3,141	\$0	\$3,141
<b>SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)</b>		<b>\$338,775</b>	<b>\$271,310</b>	<b>\$203,392</b>	<b>\$813,477</b>		<b>\$750,166</b>	<b>-\$63,311</b>	<b>\$552</b>	<b>\$0</b>	<b>-\$62,759</b>	<b>\$32,477</b>	<b>-\$30,282</b>
220	Beaux Arts	\$86	\$167	\$246	\$500	0.0099%	\$930	\$430	\$0	\$0	\$430	\$0	\$430
	Bellevue	\$142,322	\$161,486	\$75,249	\$379,056	7.4938%	\$273,931	-\$105,125		\$0	-\$105,125	\$34,449	-\$70,676
	Clyde Hill	\$1,866	\$3,168	\$1,952	\$6,985	0.1381%	\$7,170	\$185	\$0	\$0	\$185	\$0	\$185
	Estimated Unincorporated King County	\$166,199	(see total below)	(see total below)	(see total below)		(see total below)	(see total below)	NA	NA	NA	NA	NA
	Issaquah	\$53,351	\$46,167	\$16,279	\$115,797	2.2893%	\$55,947	-\$59,850	\$0	\$0	-\$59,850	\$0	-\$59,850
	Mercer Island	\$13,581	\$18,177	\$13,853	\$45,611	0.9017%	\$49,962	\$4,351	\$0	\$0	\$4,351	\$0	\$4,351
	Newcastle	\$16,484	\$12,318	\$4,657	\$33,459	0.6615%	\$15,271	-\$18,188	\$0	\$0	-\$18,188	\$2,599	-\$15,589
	North Bend	\$15,851	\$16,273	\$4,128	\$36,252	0.7167%	\$15,694	-\$20,558	\$1,376	\$586	-\$18,596	\$6,463	-\$12,133
	Snoqualmie	\$12,248	\$11,116	\$6,737	\$30,101	0.5951%	\$25,065	-\$5,036	\$0	\$0	-\$5,036	\$0	-\$5,036
	Yarrow Point	\$625	\$561	\$760	\$1,945	0.0385%	\$2,700	\$755	\$0	\$0	\$755	\$0	\$755
<b>SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)</b>		<b>\$256,413</b>	<b>\$269,432</b>	<b>\$123,862</b>	<b>\$649,707</b>		<b>\$446,670</b>	<b>-\$203,037</b>	<b>\$1,376</b>	<b>\$586</b>	<b>-\$201,075</b>	<b>\$43,511</b>	<b>-\$157,564</b>
500	Kent	\$263,232	\$794,101	\$69,400	\$1,126,733	22.2750%	\$253,944	-\$872,789	\$110,495	\$495,870	-\$266,424	\$0	-\$266,424
	SeaTac	\$79,732	\$184,894	\$13,311	\$277,938	5.4947%	\$47,232	-\$230,706	\$7,442	\$116,611	-\$106,653	\$0	-\$106,653
	Tukwila	\$49,635	\$110,787	\$9,229	\$169,652	3.3539%	\$32,705	-\$136,947	\$5,255	\$61,987	-\$69,705	\$0	-\$69,705
	Black Diamond	\$8,084	\$14,340	\$2,685	\$25,108	0.4964%	\$10,185	-\$14,923	\$1,209	\$3,263	-\$10,451	\$2,001	-\$8,450
	Covington	\$52,490	\$82,456	\$12,634	\$147,580	2.9176%	\$48,982	-\$98,598	\$5,070	\$36,409	-\$57,119	\$0	-\$57,119
	Enumclaw	\$41,747	\$56,672	\$6,920	\$105,340	2.0825%	\$25,307	-\$80,033	\$11,188	\$28,407	-\$40,438	\$5,973	-\$34,465
	Estimated Unincorporated King County	\$309,089	(see total below)	(see total below)	(see total below)		(see total below)	(see total below)	NA	NA	NA	NA	NA
	Maple Valley	\$41,215	\$68,380	\$15,080	\$124,675	2.4648%	\$56,628	-\$68,047	\$6,027	\$6,867	-\$55,153	\$6,956	-\$48,197
	<b>SUBTOTAL FOR CITIES IN 500 (excludes unincorporated area)</b>	<b>\$536,135</b>	<b>\$1,311,631</b>	<b>\$129,259</b>	<b>\$1,977,025</b>		<b>\$474,983</b>	<b>-\$1,502,042</b>	<b>\$146,686</b>	<b>\$749,414</b>	<b>-\$605,942</b>	<b>\$14,930</b>	<b>-\$591,012</b>
<b>TOTAL FOR CITIES</b>		<b>\$1,131,322</b>	<b>\$1,852,373</b>	<b>\$456,514</b>	<b>\$3,440,209</b>		<b>\$1,671,819</b>	<b>-\$1,768,390</b>	<b>\$148,614</b>	<b>\$750,000</b>	<b>-\$869,776</b>	<b>\$90,918</b>	<b>-\$778,858</b>
<b>Total King County Unincorporated Area Allocation</b>		<b>\$559,125</b>	<b>\$855,080</b>	<b>\$203,861</b>	<b>\$1,618,065</b>	31.9885%	<b>\$808,870</b>	<b>-\$809,195</b>					<b>-\$809,195</b>
		\$1,690,447	\$2,707,453	\$660,375	\$5,058,275	100.00%	\$2,480,689	-\$2,577,586					

Source: Regional Animal Services of King County

Date: Jan 30, 2012 (Draft) Updated 5-7-12

Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway.

*Exhibit C-1, cont'd.*

## Notes:

1. Based on various efficiencies and changes to the RASKC operating budget, adjustments for reduced intakes overall, reduced usage with Auburn out, and shifting two positions out of the model (county sponsored), the 2013 Estimated Budgeted Total Allocable Cost has been reduced to \$5,264,087.
2. One quarter of control services costs are allocated to control districts 200 and 220, and one half of control costs are allocated to district 500, then costs are further allocated 80% by total call volume (2011 Calls - Preliminary year end) and 20% by 2011 population.
3. This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 80% by King County shelter volume intake (2011 Preliminary year end) and 20% by 2011 population.
4. Licensing costs are allocated 20% by population (2011) and 80% by total number of Pet Licenses issued (2011) less \$0.00 Sr. Lifetime Licenses.
5. Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. For additional detail, see 2010 Interlocal Agreement Exhibit C-4 (2013 column) for more information. Transition Funding does not change for years 2013 - 2015.
6. Credits are allocated to those jurisdictions whose shelter intakes per capita exceeded the system average (.0043) and are intended to help minimize the impact of changing the cost allocation methodology from 50% population/50 usage to the new 20% population/80% usage model. See Interlocal Agreement Exhibit C-4 for more detail.
7. New Transition License Funding has been included for certain jurisdictions to help limit the Estimated Net Final Cost to the 2012 estimated level. Receipt of support is contingent on city providing in-kind services and county ability to provide resources and/or recover costs
8. Net Final Costs greater than \$0 will be reallocated to remaining jurisdictions with a negative net final cost, northern cities Net Final Costs shall be inclusive of their PAWS Sheltering costs.
9. Program Load Factor (LF) , per ILA Exhibit C, Part 4, Estimated Payment Calculation Formula, is the City's share of Budgeted Total Net Allocable Costs: it is the City's 2013 Service Year Total Animal Services Cost Allocation expressed as a percentage of the Budgeted Total Net Allocable Costs for 2013. Refer to the ILA for additional details.



## Exhibit C-2

**Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions,  
Used to Derive the Pre-Commitment 2013 Estimated**

*Source: Wash. St. Office of Financial Management, KC Office of Management and Budget, Regional Animal Services of KC  
Date: February 22, 2012*

Proposed District	Jurisdiction	2011 Population	Estimated 2013 Calls	Estimated 2013 Intakes	Estimated 2013 Licenses
200	Bothell				
	Carnation	1,780	13	5	160
	Duvall	6,715	34	23	712
	Estimated Unincorporated King County	65,642	240	(see total below)	(see total below)
	Kenmore	20,780	116	0	2,021
	Kirkland	80,738	230	109	7,855
	Lake Forest Park	12,610	70	0	1,666
	Redmond	55,150	87	47	3,980
	Sammamish	46,940	85	36	3,970
	Shoreline	53,200	281	0	4,967
	Woodinville	10,940	34	0	998
220	Beaux Arts	300	0	0	33
	Bellevue	123,400	317	185	9,380
	Clyde Hill	2,985	3	3	248
	Estimated Unincorporated King County	87,572	418	(see total below)	(see total below)
	Issaquah	30,690	132	58	1,942
	Mercer Island	22,710	21	11	1,727
	Newcastle	10,410	40	13	520
	North Bend	5,830	42	26	535
	Snoqualmie	10,950	27	10	842
	Yarrow Pt	1,005	1	0	100
500	Kent (Includes Panther Lake Annexation)	118,200	614	1,454	8,555
	SeaTac	27,110	200	339	1,544
	Tukwila	19,050	121	200	1,065
	Auburn	0	0	0	0
	Black Diamond	4,160	18	24	340
	Covington	17,640	132	145	1,642
	Enumclaw	10,920	110	101	872
	Estimated Unincorporated King County	100,333	783	(see total below)	(see total below)
	Maple Valley	22,930	89	111	1,919
<b>City Totals</b>		<b>782,785</b>	<b>2,817</b>	<b>2,900</b>	<b>57,593</b>
King County Unincorporated Area Totals		187,905	1,441	1,425	27,175
<b>TOTALS</b>		<b>970,690</b>	<b>4,258</b>	<b>4,325</b>	<b>84,768</b>

Note: Usage data from 2011 activity. License count excludes Senior Lifetime Licenses

**Exhibit C-3****Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

This Exhibit Shows the Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs to derive Pre-Commitment Estimated 2013 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2013 only and except as otherwise expressly provided in the Agreement may change from year to year as the County determines may be appropriate to achieve efficiencies, etc.

**Control Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

The calculation of Pre-Commitment Estimated 2013 Control Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$148,361
2	Direct Service Field Staff Costs	\$725,879
3	Call Center Direct Service Staff Costs	\$229,697
4	Overtime, Duty, Shift Differential and Temp Costs	\$80,891
5	Facilities Costs	\$8,990
6	Office and Other Operational Supplies and Equipment	\$17,500
7	Printing, Publications, and Postage	\$34,000
8	Medical Costs	\$22,500
9	Other Services	\$80,000
10	Transportation	\$141,904
11	Communications Costs	\$38,811
12	IT Costs and Services	\$50,626
13	Misc Direct Costs	\$41,900
14	General Fund Overhead Costs	\$15,842
15	Division Overhead Costs	\$110,490
16	Other Overhead Costs	\$23,096
	2010 Budgeted Total Allocable Control Services Cost	\$1,770,487
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$80,040
18	Less 17% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Control Services Cost	\$1,690,447

## NOTES:

- 4 These additional salary costs support complete response to calls at the end of the day, limited response to emergency calls after hours, and extra help during peak call times.
- 5 Facilities costs include maintenance and utilities for a portion (5%) of the Kent Shelter (which houses the call center staff operations and records retention as well as providing a base station for field officers). Excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies required for both the call center as well as a wide variety of non-computer equipment and supplies related to animal control field operations (e.g., uniforms, tranquilizer guns, boots, etc.).
- 7 This cost element consists of printing and publication costs for various materials used in the field for animal control.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services.
- 9 Services for animal control operations vary by year but consist primarily of consulting vets and laboratory costs associated with cruelty cases.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of the animal care and control vehicles and cabs, fuel, and reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$50,000 in service costs associated with mainframe systems.
- 13 Miscellaneous direct costs consist of all animal control costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to field operations include animal control violation penalties, charges for field pickup of deceased/owner relinquished animals, and fines for failure to license.

# **Shelter Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

The calculation of Pre-Commitment Estimated 2013 Shelter Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$214,815
2	Direct Service Shelter Staff Costs	\$1,168,436
3	Direct Service Clinic Staff Costs	\$286,268
4	Overtime, Duty, Shift Differential and Temp Costs	\$159,682
5	Facilities Costs	\$170,814
6	Office and Other Operational Supplies and Equipment	\$94,200
7	Printing, Publications, and Postage	\$20,000
8	Medical Costs	\$127,500
9	Other Services	\$122,500
10	Transportation	\$10,566
11	Communications Costs	\$6,200
12	IT Costs and Services	\$51,360
13	Misc Direct Costs	\$60,306
14	General Fund Overhead Costs	\$113,614
15	Division Overhead Costs	\$176,572
16	Other Overhead Costs	\$37,124
	2010 Budgeted Total Allocable Shelter Services Cost	\$2,819,960
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$112,507
18	Less 27% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Shelter Services Cost	\$2,707,453

## **NOTES:**

- 5 Facilities costs include maintenance and utilities for the majority (95%) of the Kent Shelter (which also houses the call center staff operations and records retention as well as providing a base station for field officers). It excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies as well as a wide variety of non-computer equipment and supplies related to animal care (e.g., uniforms, food, litter, etc.).
- 7 This cost element consists of printing and publication costs for various materials used at the shelter.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services as well as the cost for consulting vets, laboratory costs, medicine, and vaccines.



- 9 Services for animal control operations vary by year but include costs such as shipping of food provided free of charge and sheltering of large animals.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of and fuel for the animal care and control vehicles used by the shelter to facilitate adoptions, as well as reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 13 Miscellaneous direct costs consist of all animal care costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to sheltering operations include impound fees, microchip fees, adoption fees, and owner relinquished euthanasia costs.

**Licensing Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

The calculation of Pre-Commitment Estimated 2013 Licensing Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$52,917
2	Direct Service Licensing Staff Costs	\$346,523
3	Overtime, Duty, Shift Differential and Temp Costs	\$26,295
4	Facilities Costs	\$13,100
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$74,600
7	Other Services	\$14,500
8	Communications Costs	\$2,265
9	IT Costs and Services	\$77,953
10	Misc Direct Costs	\$2,000
11	General Fund Overhead Costs	\$9,884
12	Division Overhead Costs	\$39,280
13	Other Overhead Costs	\$11,023
	2010 Budgeted Total Allocable Licensing Services Cost	\$673,640
14	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$13,265
15	Less 6% of Estimated New Regional Revenue	-0-
	2010 Budgeted Net Allocable Licensing Services Cost	\$660,375

**NOTES:**

- 4 Facilities costs include maintenance and utilities for the portion of the King County Administration building occupied by the pet licensing staff and associated records.
- 5 This item includes the office supplies required for the licensing call center.
- 6 This cost element consists of printing, publication, and distribution costs for various materials used to promote licensing of pets, including services to prepare materials for mailing.
- 7 Services for animal licensing operations include the purchase of tags and monthly fees for online pet licensing hosting.
- 8 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 9 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$120,000 in service costs associated with mainframe systems.
- 10 Miscellaneous direct costs consist of all pet licensing costs not listed above including but not limited to training, certification, transportation, and bad checks.

- 11 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 12 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 13 Other overhead costs include IT, telecommunications, finance, and property services.
- 14 Non-licensing revenue attributable to licensing operations consists of licensing late fees.

## Exhibit C-4

**Calculation and Allocation of Transition Funding Credit ("T"), Shelter Credit ("V"),  
and Estimated New Regional Revenue ("ENR")**

**A. Transition Funding Credit**

The Transition Funding Credit as originally calculated in the 2010 Agreement offset costs to certain Contracting Cities that would have otherwise paid the highest per capita costs for Animal Services in 2010. The credit was scheduled on a declining basis over four years (2010-2013). In this Agreement, the Contracting Cities qualifying for this credit are listed in Table 1 below; these cities will receive the credit at the level calculated for 2013 in the 2010 Agreement for Service Years 2013, 2014 and 2015, provided that, application of the credit can never result in the Estimated Payment Amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment). The allocation of the Transition Funding Credit is shown in **Table 1** below.

**Table 1: Transition Funding Credit – Annual Amount to be allocated each year in the period from 2013-2015**

<b>Jurisdiction</b>	<b>Transition Funding Credit</b>
Carnation	\$552
North Bend	\$1,376
Kent	\$110,495
SeaTac	\$7,442
Tukwila	\$5,255
Black Diamond	\$1,209
Covington	\$5,070
Enumclaw	\$11,188
Maple Valley	\$6,027

Note: The Transitional Funding Credit is the same regardless of which cities sign the Agreement.

**B. Shelter Credit**

The Shelter Credit is designed to offset costs for those Contracting Cities whose per capita shelter intakes ("A") exceed the average for all Contracting Parties. A total of \$750,000 will be applied as a credit in each of the Service Years 2013-2015 to Contracting Cities whose per capita average shelter intakes ("A") exceeds the average for all Contracting Parties; *provided that* application of the Shelter Credit can never result in the Estimated Payment amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment.) The 2013 Shelter Credit was determined based on estimated animal

intakes (“A”) for Calendar Year 2011 as shown on **Exhibit C-2**. The \$750,000 was allocated between every Contracting City with animal intakes over the estimated 2011 Program average, based on each Contracting City’s relative per capita animal intakes in excess of the average for all Contracting Parties. The Shelter Credit will be paid at the 2013 level in Service Years 2014 and 2015. The County will consider providing the Shelter Credit in Service Years 2016 and 2017 at the same level as for Service Year 2013.

**Table 3: Annual Shelter Credit Allocation—2013 through 2015**

City	Shelter Credit
North Bend	\$586
Kent	\$495,870
SeaTac	\$116,611
Tukwila	\$61,987
Black Diamond	\$3,263
Covington	\$36,409
Enumclaw	\$28,407
Maple Valley	\$6,867

### C. New Regional Revenue: Estimation and Allocation

#### *Goal*

New Regional Revenue for each Service Year shall be estimated as part of the development of the Estimated Payment calculations for such Service Year. The goal of the estimate shall be to reduce the amount of Estimated Payments where New Regional Revenue to be received in the Service Year can be calculated with reasonable certainty. The Estimated New Regional Revenue will be reconciled annually to account for actual New Regional Revenue received, per **Exhibit D**.

#### *Calculation of Estimated New Regional Revenue (ENR)*

1. The value of the Estimated New Regional Revenue for Service Year 2013 is zero.
2. For Service Years after 2013, the Estimated New Regional Revenue will be set at the amount the County includes for such revenue in its adopted budget for the Service Year. For purposes of the Preliminary Estimated Payment calculation, the County will include its best estimate for New Regional Revenue at the time the calculation is issued, after first presenting such estimate to the Joint City County Committee for its input.

*Application of ENR*

1. For Service Years 2013 and 2016, 50% of the Estimated New Regional Revenue is incorporated into the calculations of **EC** and **ES** and **EL** as described in **Exhibit C**, **specifically**:
  - a. 17% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Control Services Cost.
  - b. 27% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Shelter Services Cost.
  - c. 6% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Licensing Services Cost.

These amounts are reconciled as against actual New Regional Revenue (**ENR<sub>A</sub>**) in the annual Reconciliation process. In 2014, 2015 and 2017 the 50% is simply deducted against Budgeted Total Allocable Costs to derive Budgeted Total Net Allocable Costs.

2. For each Service Year, the remaining 50% of Estimated New Regional Revenue is first applied to offset County contributions to the Program, in the following order of priority.
  - a. Offset payments made by the County to fund Transition Funding Credits, Shelter Credits, Impact Mitigation Credits (if any) and un-reimbursed Licensing Revenue Support.
  - b. Offset County funding of Animal Services Program costs that are not included in the cost allocation model described in **Exhibit C**, specifically, costs of:
    - i. The medical director and volunteer coordinator staff at the Kent Shelter.
    - ii. Other County-sponsored costs for Animal Services that are not included in the cost models described in **Exhibit C**.
  - c. In the event any of the 50% of Estimated New Regional Revenue remains after applying it to items (a) and (b) above, the remainder ("**Residual New Regional Revenue**") shall be held in a reserve and applied to the benefit of all Contracting Parties as part of the annual Reconciliation process, in the following order of priority:
    - i. First, to reduce *pro-rata* up to 20% of each Contracting Party's Estimated Total Animal Services Cost Allocation (6<sup>th</sup> column in the spreadsheet at **Exhibit C-1**), thereby reducing up to all cost allocations based on population. This is the factor "**X**" in the Reconciliation formula.
    - ii. Second, to reduce *pro rata* the amount owing from each Contracting Party with net final costs > 0 after consideration of all other factors in the Reconciliation formula.

Offsets described in (a) and (b) above do not impact the calculation of Estimated Payments or the Reconciliation of Estimated Payments since they are outside the cost model. The allocations described in (c) above, if any, will be considered in the annual Reconciliation as described in **Exhibit D**.

### Exhibit C-5 Licensing Revenue Support

- A. The Contracting Cities that will receive licensing revenue support in 2013 are listed below (collectively, these nine cities are referred to as the “Licensing Revenue Support Cities”). These Cities have been selected by comparing the estimated 2013 Net Final Costs shown in **Exhibit C-1** to the 2012 Estimated Net Final Cost.<sup>2</sup> Where the 2013 Net Final Cost estimate was higher than the 2012 estimate, the difference was identified as the 2013 Licensing Revenue Target.
- B. For any Licensing Revenue Support City in **Table 1** whose Preliminary 2013 Estimated Payment is lower than the Pre-Commitment Estimate shown in **Exhibit C-1**, the Licensing Revenue Target (“RT”) and the Revenue Goal (“RG”) will be the reduced by an amount equivalent to the reduction between the Pre-Commitment and Preliminary Estimated Payment amounts for 2013.

**Table 1:**  
**2013 Licensing Revenue Support Cities, Licensing Revenue Targets and Revenue Goals\***

City	2013 Licensing Revenue Target “RT” ( <i>increment</i> )	Base Year Revenue (2011 Estimate per Exhibit C-2) “Base Amount”	Revenue Goal “RG” ( <i>total</i> )
City of Carnation	\$966	\$4,752	\$5,718
City of Duvall	\$7,658	\$21,343	\$29,001
City of Kirkland	\$23,853	\$208,000	\$231,853
City of Bellevue	\$34,449	\$273,931	\$308,380
City of Newcastle	\$2,599	\$15,271	\$17,870
City of North Bend	\$6,463	\$15,694	\$22,157
City of Black Diamond	\$2,001	\$10,185	\$12,186
City of Enumclaw	\$5,973	\$25,307	\$31,280
City of Maple Valley	\$6,956	\$56,628	\$63,584

\*Amounts in this table are subject to adjustment per Paragraph B above.

- C. The 2013 Licensing Revenue Target (“RT”) is the amount each City in **Table 1** will receive in 2013, either in the form of additional licensing revenues over the Base Year amount or as a **Licensing Revenue Credit (“LRC”)** applied at Reconciliation.

<sup>2</sup> For Contracting Cities that purchase shelter services from PAWS, the target was based on the Pre-Commitment 2013 Estimated Payment calculated in February 2012 during contract negotiations.



- D. As further described in **Section 7** and **Exhibit C-5**, licensing revenue support services include the provision of County staff and materials support (which may include use of volunteers or other in-kind support) as determined necessary by the County to generate the Licensing Revenue Target.
- E. In 2014 and 2015, any Licensing Revenue Support City or other Contracting City may request licensing revenue support services from the County under the terms of **Exhibit F**. Provision of such services is subject to the County determining it has capacity to perform such services. *Notwithstanding the foregoing*, a Licensing Revenue Support City for which **RT** is in excess of \$20,000 per year may receive licensing revenue support service in all three years, but only if by September 1, 2012, it commits to providing in-kind support in all three Services Years by executing the contract in **Exhibit F** with respect to *all 3 Service Years* (2013, 2014 and 2015). Allocation of licensing revenue support services in 2014 and 2015 will be prioritized first to meet the County's contractual commitment, if any, to a Licensing Revenue Support City that has entered into a 3-year agreement for such service. Thereafter, service shall be allocated to Licensing Revenue Support Cities requesting such service on first-come, first-served basis; and thereafter to any other Contracting City requesting such service on a first-come, first-served basis.

**Table 2:**  
**Calculation of Estimated Payments and Licensing Revenue Credits**  
**for Licensing Revenue Support Cities**

For Service Year 2013:

- The Estimated Payment calculation will include the 2013 Licensing Revenue Support Target ("RT"), if any, for the City per Table 1 above in the calculation of Estimated Licensing Revenues ("ER") (these amounts are shown in separate columns on **Exhibit C-1**).
- At Reconciliation:
  - For Cities with a **RT** > \$20,000, Actual Licensing Revenue for 2013 ("**AR**<sub>2013</sub>") will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**<sub>2013</sub>
  - if Actual Licensing Revenue for 2013 ("**AR**<sub>2013</sub>") ≥ Revenue Goal ("**RG**"), then no additional credit is payable to the City ("**LRC**" = \$0)
  - If **AR**<sub>2013</sub> < **RG**, then the difference (**RG-AR**) is the Licensing Revenue Credit ("**LRC**") included in the Reconciliation Adjustment Amount *provided that*, for Cities whose **RT** > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("**LRC**") when the value of ANFC<sub>0</sub> is being calculated at Reconciliation, *and provided further*, that in all cases **LRC**

cannot exceed the 2013 Licensing Revenue Target for the City.

For **Service Year 2014**, if the City and County have executed a Licensing Support Contract per **Exhibit F**, and the City is therefore providing additional in-kind services in order to generate licensing revenue support in 2014, then:

- The Estimated Payment for 2014 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue (“**AR**”) for 2012 or the Revenue Goal (**RG**), whichever is greater. **RG** will be the amount in Table 1 for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
  - For Cities with a **RT** > \$20,000, **AR**<sub>2014</sub> will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**<sub>2014</sub>
  - If Actual Licensing Revenue in 2014 is greater than the Revenue Goal (**AR**<sub>2014</sub> ≥ **RG**), then
    - no Licensing Revenue Credit is payable to the City (**LRC** = \$0), and
    - The County shall charge the City for an amount which is *the lesser of*: (a) the cost of County’s licensing support services in 2014 to the City (as defined in the Licensing Support Contract for 2014), or (b) the amount by which **AR**<sub>2014</sub> > **RG**.
  - If **AR**<sub>2014</sub> < **RG**, then the difference (**RG** - **AR**<sub>2014</sub>) is **LRC**. The **LRC** amount is added to reduce the City’s costs when calculating the Reconciliation Adjustment Amount, *provided that*, for Cities whose **RT** > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* (“**LRC**”) a when the value of **ANFC**<sub>0</sub> is being calculated at Reconciliation, and *provided further* that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

For **Service Year 2015**, the process and calculation shall be the same as for 2014, e.g.: if the City and County have executed **Exhibit F**, and the City is therefore providing additional in-kind services in order to generate Licensing Revenue Support in 2015, then:

- The Estimated Payment for 2015 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue (“**AR**”) for 2013 (excluding **LRC** paid for Service Year 2013) or **RG**, whichever is greater. **RG** will be the amount in **Table 1** for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
  - For Cities with a **RT** > \$20,000, **AR**<sub>2015</sub> will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**<sub>2015</sub>

- If Actual 2015 Licensing Revenue is greater than the Revenue Goal ( $AR_{2015} \geq RG$ ), then
  - no Licensing Revenue Credit is payable to the City ( $LRC = \$0$ ), and
  - The County shall charge the City for an amount which *is the lesser of*: (a) the cost of County's licensing support services in 2015 to the City (as defined in the Licensing Support Contract for 2015), or (b) the amount by which  $AR_{2015} > RG$ .
- If  $AR_{2015} < RG$ , then the difference ( $RG - AR_{2015}$ ) is **LRC**. The **LRC** amount is added to reduce the City's costs when calculating the Reconciliation Adjustment Amount; *provided that*, for Cities whose  $RT > \$20,000$ , 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("LRC") when the value of  $ANFC_0$  is being calculated at Reconciliation, and *provided further* that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

**Exhibit C-6:****Summary of Calculation Periods for Use and Population Components**

This Exhibit restates in summary table form the Calculation Periods used for calculating the usage and population components in the formulas to derive Estimated Payments. *See Exhibit C* for complete formulas and definitions of the formula components.

**ER** is estimated Licensing Revenue attributable to the City

**CFS** is total annual number of Calls for Service originating in the City

**A** is the number of animals in the shelter attributable to the City

**I** is the number of active paid regular pet licenses issued to City residents

**ENR** is the New Regional Revenue estimated to be received during the Service Year

**Pop** is Population of the City expressed as a percentage of all Contracting Parties; **D-Pop** is

Population of the City expressed as a percentage of the population of all jurisdictions within a Control District

**Calculation Periods -- Service Year 2013**

<b>Component</b>	<b>Preliminary Estimated 2013 Payment</b> (published August 2012)	<b>Estimated 2013 Payment (final)</b> (published December 15 2012)	<b>Reconciliation Payment Amount</b> (determined June 2014)
<b>ER</b> (Estimated Revenue)	<b>Actual 2011</b>	<b>Same</b>	<b>Actual 2013</b>
<b>CFS</b> (Calls for Service)	<b>Actual 2011</b>	<b>Same</b>	<b>N/A</b>
<b>A</b> (Animal intakes)	<b>Actual 2011</b>	<b>Same</b>	<b>N/A</b>
<b>I</b> (Issued Pet Licenses)	<b>Actual 2011</b>	<b>Same</b>	<b>N/A</b>
<b>ENR</b> (Estimated New Regional Revenue)	<b>Estimated 2013 (\$0)</b>	<b>Estimated 2013 (\$0)</b>	<b>Actual 2013</b>
<b>Pop, D-Pop</b> (Population)	<b>July 2012 OFM report, adjusted for annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April</b>	<b>Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2012 and before the end of 2013</b>	<b>Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April and before the end of 2013</b>

	2012 and before the end of 2013.		
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**Calculation Periods: Service Year 2014**

<b>Component</b>	<b>Preliminary Estimated 2014 Payment</b> (published September 2013)	<b>Estimated 2014 Payment</b> (published December 2013)	<b>Reconciliation Payment Amount</b> (determined June 2015)
<b>ER</b>	<b>Actual 2012</b>	<b>Same</b>	<b>Actual 2014</b>
<b>CFS</b>	N/A	N/A	N/A
<b>A</b>	N/A	N/A	N/A
<b>I</b>	N/A	N/A	N/A
<b>ENR</b>	Estimated 2014	Estimated 2014	Actual 2014
<b>Pop, D-Pop</b>	July 2012 OFM report, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014.	Same, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014	Same, adjusted for all annexations $\geq 2,500$ (and Latecomer Cities joining) occurring after April 2012 and before the end of 2014

**Calculation Periods: Service Year 2015**

<b>Component</b>	<b>Preliminary Estimated 2015 Payment</b> (published September 2014)	<b>Estimated 2015 Payment</b> (published December 2014)	<b>Reconciliation Payment Amount</b> (determined June 2016)
<b>ER</b>	<b>Actual 2013</b>	<b>Same</b>	<b>Actual 2015</b>
<b>CFS</b>	N/A	N/A	N/A
<b>A</b>	N/A	N/A	N/A
<b>I</b>	N/A	N/A	N/A
<b>ENR</b>	Estimated 2015	Estimated 2015	Actual 2015
<b>Pop, D-Pop</b>	July 2012 OFM report, adjusted for all annexations $\geq 2,500$ known take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015.	Same, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015	Same , adjusted for all annexations $\geq 2,500$ occurring (and Latecomer Cities joining) after April 2012 and before the end of 2015

If the Agreement is extended past 2015 for an additional 2 years, the calculation periods for 2016 shall be developed in a manner comparable to Service Year 2013, and for 2017

shall be developed in a manner comparable to year 2014.

**Exhibit C-7**  
**Payment and Calculation Schedule**

**Service Year 2013**

<b>Item</b>	<b>Date</b>
Preliminary estimate of 2013 Estimated Payments provided to City by County	August 1, 2012
Final Estimated 2013 Payment calculation provided to City by County	December 15, 2012
First 2013 Estimated Payment due	June 15, 2013
Second 2013 Estimated Payment due	December 15, 2013
2013 Reconciliation Adjustment Amount calculated	On or before June 30, 2014
2013 Reconciliation Adjustment Amount payable	On or before August 15, 2014

**Service Year 2014**

<b>Item</b>	<b>Date</b>
Preliminary estimate of 2014 Estimated Payments provided to City by County	September 1, 2013
Final Estimated 2014 Payment calculation provided to City by County	December 15, 2013
First 2014 Estimated Payment due	June 15, 2014
Second 2014 Estimated Payment due	December 15, 2014
2014 Reconciliation Adjustment Amount calculated	On or before June 30, 2015
2014 Reconciliation Adjustment Amount Payable	August 15, 2015

**Service Year 2015**

<b>Item</b>	<b>Date</b>
Preliminary estimate of 2015 Estimated Payments provided to City by County	September 1, 2014
Final Estimated 2015 Payment calculation provided to City by County	December 15, 2014
First 2015 Estimated Payment due	June 15, 2015
Second 2015 Estimated Payment due	December 15, 2015
2015 Reconciliation Adjustment Amount calculated	On or before June 30, 2016
2015 Reconciliation Adjustment Amount	August 15, 2016

Payable	
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If the Agreement is extended past December 31, 2015, the schedule is developed in the same manner as described above for years 2016 and 2017.

Additional timelines are in place to commence and complete negotiations for an extension of the Agreement:

County convenes interested Contracting Cities to discuss (1) a possible extension on the same terms and (2) a possible extension on different terms.	September 2014
Notice of Intent by either Party not to renew agreement on the same terms (Cities also indicate whether they wish to negotiate for an extension on different terms or to let Agreement expire at end of 2015)	March 1, 2015
Deadline for signing an extension (whether on the same or amended terms)	July 1, 2015

See Section 4 of Agreement for additional details on Extension of the Agreement Term for an additional two years.

<b>Dates for remittal to County of pet license sales revenues processed by Contracting Cities (per section 3.c)</b>	<b>Quarterly, each March 31, June 30, September 30, December 31</b>
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Except as otherwise provided for Licensing Revenue Support Cities with a Licensing Revenue Target greater than \$20,000/year, requests for **Licensing Revenue Support** in Service Years 2014 or 2015 may be made at any time between June 30 and October 31 of the prior Service Year. (See **Exhibit C-5** for additional detail).



## Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual licensing and non-licensing revenue, various credits, and New Regional Revenue, as compared to the estimates of such revenues and credits incorporated in the Estimated Payment calculations, and to adjust for population changes resulting from annexations of areas with a population of over 2,500 (if any) and the addition of Latecomer Cities. To accomplish this, an “**Adjusted Net Final Cost**” (“**ANFC**”) calculation is made each June for each Contracting Party as described below, and then adjusted for various factors as described in this **Exhibit D**.

As noted in **Section 7** of the Agreement, the Parties intend that receipt of Animal Services should not be a profit-making enterprise. When a City receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service, if applicable), such excess will be reinvested to reduce costs incurred by other Contracting Parties. The cost allocation formulas of this Agreement are intended to achieve this outcome.

Terms not otherwise defined here have the meanings set forth in **Exhibit C** or the body of the Agreement.

### Calculation of ANFC and Reconciliation Adjustment Amount

The following formula will be used to calculate the Reconciliation Adjustment Amount, which shall be payable by August 15. The factors in the formula are defined below. As described in paragraphs A and B, the subscript “0” denotes the initial calculation; subscript “1” denotes the final calculation.

$$\text{ANFC}_0 = (\text{AR} + \text{T} + \text{V} + \text{X} + \text{LRC}) - (\text{B} \times \text{LF})$$

- A. If  $\text{ANFC}_0 \geq 0$ , i.e., revenues and credits are greater than costs (adding the cost factor “W” in the formula for Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), **then:**

**$\text{ANFC}_1 = 0$** , i.e., it is *reset to zero* and the difference between  $\text{ANFC}_0$  and  $\text{ANFC}_1$  is set aside by the County (or, if the revenues are not in the possession of the County, then the gap amount is payable by the City to the County by August 15) and **all such excess amounts from all Contracting Parties where  $\text{ANFC}_0 \geq 0$  are allocated pro-rata to parties for which  $\text{ANFC}_1 < 0$** , per paragraph B below. Contracting Parties for which  $\text{ANFC}_0 \geq 0$  do not receive a reconciliation payment.

- B. If  $ANFC_0 < 0$ , i.e., costs are greater than revenues (*without* considering “W” for those Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), then the negative dollar amount is not “reset” and  $ANFC_1$  is the same as  $ANFC_0$ . Contracting Parties in this situation will receive a ***pro-rata allocation from the sum of excess revenues from those Parties for which  $ANFC_0 \geq 0$***  per paragraph A. In this way, excess revenues are reallocated across Contracting Parties with net final costs.
- C. If, after crediting the City with its *pro rata* share of any excess revenues per paragraph B,  $ANFC_1 < \text{Total Estimated Payments made in the Service Year}$ , then the difference shall be paid by the County to the City no later than August 15; if  $ANFC_1 > \text{Total Estimated Payments made in the Service Year}$ , then the difference shall be paid by the City to the County no later than August 15.

Where:

“AR” is **Actual Licensing Revenue** attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year, adjusted for Cities with a Licensing Revenue Target  $> \$20,000$  as described in **Exhibit C-5**. (License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), will be allocated amongst the Parties based on their respective percentages of total AR).

“T” is the Transition Funding Credit, if any, for the Service Year.

“V” is the Shelter Credit, if any, for the Service Year.

“W” is the actual amount paid by a City receiving shelter services to PAWS for such services during the Service Year, if any, plus the actual amount paid by a City to the County for the purchase of Enhanced Control Services during the Service Year, if any.

“X” is the amount of Residual New Regional Revenue, if any, allocable to the City from the 50% of New Regional Revenues which is first applied to offset County costs for funding Shelter Credits, Transition Funding Credits and any Program costs not allocated in the cost model. The residual is shared amongst the Contracting Parties to reduce *pro-rata* up to 20% of each Contracting Party’s Estimated Total Animal Services Cost Allocation (See column titled “Estimated Total Animal Services Cost Allocation” in the spreadsheet at **Exhibit C-1**).

“LRC” is the amount of any **Licensing Revenue Credit or Charge** to be applied based on receipt of licensing support services. For a Licensing Revenue Support City designated in

**Exhibit C-5**, the amount shall be determined per **Table 2** of **Exhibit C-5** and the associated Licensing Support Contract, if any. Where a Licensing Revenue Support City is due a Licensing Revenue Credit, the amount applied for this factor is a positive dollar amount (e.g., increases City's revenues in the amount of the credit); if a Licensing Revenue Support City is assessed a Licensing Revenue Charge, the amount applied for this factor is a negative amount (e.g., increases City's costs). For any Contracting City receiving licensing support services per a Licensing Support Contract/ **Exhibit F** other than a Licensing Revenue Support City, **LRC** will be a negative amount (increasing the City's costs) equal to the County's cost of the licensing support set forth in the Attachment A to the Licensing Support Contract.

**"B"** is the **"Budgeted Total Net Allocable Costs"** as *estimated* for the Service Year for the provision of Animal Services to be allocated between all the Contracting Parties for the purposes of determining the Estimated Payment, calculated as described in **Exhibit C**.

**"LF"** is the **"Program Load Factor"** attributable to City for the Service Year, calculated as described in **Exhibit C**. **LF** will be recalculated if necessary to account for annexations of areas with a population of 2,500 or more people, or for Latecomer Cities if such events were not accounted for in the Final Estimated Payment Calculation for the Service Year being reconciled.

**Additional Allocation of New Regional Revenues after calculation of all amounts**

**above:** If there is any residual New Regional Revenue remaining after allocating the full possible **"X"** amount to each Party (to fully eliminate the population based portion of costs), the remainder shall be allocated on a *pro rata* basis to all Contracting Parties for which **ANFC<sub>1</sub> < 0**. If there is any residual thereafter, it will be applied to improve Animal Services.

## Exhibit E

## Enhanced Control Services Contract (Optional)

Between City of \_\_\_\_\_ (“City”) and King County (“County”)

The County will to offer Enhanced Control Services to the City during Service Years 2013, 2014 and 2105 of the **Animal Services Interlocal Agreement for 2013 Through 2015** between the City and the County dated and effective as of July 1, 2012 (the “Agreement”) subject to the terms and conditions as described herein. **The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.**

- A. The City may request services under two different options, summarized here and described in further detail below:

**Option 1:** for a period of *not less than one year*, the City may request service from an Animal Control Officer dedicated to the City (“Dedicated Officer”). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15 of the year prior to the Service Year in which the service is requested.

**Option 2:** for a period of *less than one year*, the City may request a specified number of over-time service hours on specified days and time from the 6 Animal Control Officers staffing the three Control Districts. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term “Dedicated Officer” used in context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

- B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City (“Dedicated Officer”) as described in **Attachment A** and this Contract.
1. Costs identified in **Attachment A** for **Option 1** are for one (1) year of service in 2010, in 2010 dollars, and include the cost of the employee (salary, benefits),

equipment and animal control vehicle for the employee's use). Costs are subject to adjustment each year, limited by the Annual Budget Inflator Cap (as defined in the Agreement).

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.
  3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described in **Exhibit D** of the Agreement.
- C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).
- D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).
- E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.
- F. The County will provide the City with a general quarterly calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. **For Services purchased under Option 1:** An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided. Similarly, a half-time FTE will provide not less than 800 hours per year. The County

shall submit to the City an invoice and billing voucher at the end of each calendar quarter, excepting that during the 4<sup>th</sup> quarter of each year during the term of this Contract, an invoice shall be submitted to the City no later than December 15<sup>th</sup>. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

- H. **For Services purchased under Option 2:** The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date.
- I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A.1, a Contract may not be terminated if the term of service resulting is less than one year.
- J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**King County**

**City of \_\_\_\_\_**

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
By:  
Mayor /City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to Form:**

**Approved as to Form:**

Deputy Prosecuting Attorney

City Attorney

**Exhibit E: Attachment A****ENHANCED CONTROL SERVICES OPTION REQUEST**

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City \_\_\_\_\_

Requested Enhanced Control Services Start Date: \_\_\_\_\_

Requested Enhanced Control Services End Date: \_\_\_\_\_ \*

\*term of service must be at least one year, except if purchasing services under Option 2.

Please indicate whether City is requesting services under Option 1 or Option 2:

\_\_\_\_\_ Option 1:

% of Full Time Equivalent Officer (FTE) requested: \_\_\_\_\_ (minimum request: 20%; requests must be in multiples of either 20% or 25%)

\_\_\_\_\_ Option 2:

Overtime Hours purchase from existing ACO staff: \_\_\_\_\_ hours per (week /month)

General Description of desired services (days, hours, nature of service):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

For Option 1:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and



variously scheduled service, *including but not limited to adjusting allocations of service from increments of 20% to 25%*, in order to develop workable employment and scheduling for the officers within then-existing workrules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

**Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A.1. Service may not extend beyond the term of the Agreement.**

**City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.**

**City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.**

**Cities may propose a different allocation approach for County consideration.**

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. *For example*, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all Contracting Cities sharing the services of that FTE.

<b>Column 1:</b> Aggregate of 50% of an FTE Requested by all Participating Cities	<b>Column 2:</b> Aggregate of 1 FTE Requested by all Participating Cities
Cost to City: (% of Half-Time FTE requested) x \$75,000/year in 2010*	Cost to City: ( % of FTE requested) x \$115,000/year in 2010 *
<i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$18,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months).	<i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,375 and City C would pay \$28,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months)
** (50% of a Half-Time FTE)	

\* This example is based on 2010 costs. Actual costs will be based on actual Service Year FTE costs.

**For Option 2:**

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

City of \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

**To be completed by King County:**

\_\_\_\_ **Option 1:** The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is:  
\$\_\_\_\_\_.

\_\_\_\_ **Option 2:** the County confirms its ability to provide control service overtime hours as follows (*insert description — days/hours*):

Such overtime hours shall be provided at a cost of \$\_\_\_\_\_, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

By: \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit F

## Licensing Support Contract (Optional)

Between City of \_\_\_\_\_ (“City”) and King County (“County”)

The County is prepared to offer licensing revenue support to the City subject to the terms and conditions described in this Licensing Support Contract (“Contract”). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement for 2013 Through 2015 (the “Agreement”).

- A. **Service Requests, Submittal:** Requests to enter into a licensing support contract should be made by submitting the Licensing Revenue Support Services Request (**Attachment A** to this **Exhibit F**) to the County between June 30 and October 31 of the calendar year prior to year in which such services are requested (“Service Year”). A separate Request shall be submitted for each Service Year, excepting that a Licensing Support City with a revenue target in excess of \$20,000/year may submit a request by September 1, 2012 in order to receive service in all three Service Years (2013, 2014 and 2015).
- B. **County to Determine Service Availability:** The County will determine whether it has capacity to provide the requested service based on whether it has staff available, and consistent with the priorities stated in **Section 7.c** and **Exhibit C-5** of the Agreement.
- C. **Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake to achieve the Licensing Revenue Target. Activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing **Attachment A** to confirm its ability to provide licensing support services to the City, the County shall identify the cost for such service for each applicable Service Year. If the City accepts the County’s proposed costs, it shall so signify by countersigning **Attachment A**.
- D. **Services Provided by City:** In exchange for receiving licensing revenue support from the County, the City will provide the following services:
  1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City’s cost. The County will provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.

2. Dedicate a minimum level of volunteer/staff hours per month (averaged over the year), based on the City's Licensing Revenue Target for the Year (as specified/selected in Attachment A) to canvassing and/or mailings and outbound calls to non-renewals. City volunteer/staff hour requirements are scaled based on the size of the Licensing Revenue Target per **Table A** below:

**Table A: Volunteer/Staff Hours to be Provided by City**

If the Licensing Revenue Target for the Service Year is between:	The City shall provide volunteer/staff hours support (averaged over the year)
\$0 and \$5,000	9 hours per month
\$5,001-\$10,000	18 hours per month
\$10,000-\$20,000	27 hours per month
\$20,001 and \$40,000	36 hours per month
>\$40,000	45 hours per month

3. Provide representation at a minimum of two public events annually to inform City residents about the Animal Services Program and promote pet licensing.
4. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city's website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
5. Appoint a representative to serve on the joint City-County marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

**E. Selection of Licensing Revenue Target and Payment for Licensing Revenue Support:**

1. For **Licensing Revenue Support Cities** (those identified in **Exhibit C-5** of the Agreement):  
In 2014 and 2015, Licensing Revenue Support Cities may receive licensing revenue support intended to generate total annual Licensing Revenue at or above the Revenue Goal in Table 1 of **Exhibit C-5**. The City will receive a **Licensing Revenue Credit or Charge** at Reconciliation in accordance with the calculations in **Table 2** of **Exhibit C-5**. A Licensing Revenue Support City may request service under subparagraph 2 below.
2. For **all other Contacting Cities**: The City will identify a proposed Licensing Revenue Target in **Attachment A**. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall identify its annual cost to provide service designed to achieve the target. At

Reconciliation, the City shall be charged for licensing support service at the cost specified and agreed in **Attachment A** (the “**Licensing Revenue Charge**”), *regardless of the amount of Licensing Revenue received by the City during the Service Year* (see **Exhibit D** of the Agreement for additional detail).

**F. Other Terms and Conditions:**

1. Before January 31 of the Service Year, each Party will provide the other with a general calendar of in-kind services to be provided over the course of the Service Year.
2. Each Party will provide the other with a monthly written report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than 2 months’ advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed effective as of this \_\_\_\_ day of \_\_\_\_, 201\_\_.

**King County**

**City of \_\_\_\_\_**

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
By:  
Mayor /City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney



**Exhibit F: Attachment A**  
**LICENSING REVENUE SUPPORT SERVICES REQUEST**

(to be completed by City requesting licensing support services; one request per Service Year except for a Licensing Support City with a Licensing Revenue Target over \$20,000/year; final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the Contract for Licensing Support Services—**Exhibit F** of the *Animal Services Interlocal Agreement for 2013 Through 2015* (“the Agreement”) dated effective as of July 1, 2012.)

1. City \_\_\_\_\_ Date of Request: \_\_\_\_\_
2. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): \$\_\_\_\_\_

*Note:*

- For Licensing Revenue Support Cities, the Licensing Revenue Support Target is defined in **Table 1** of **Exhibit C-5** of the Agreement, unless the Parties otherwise agree.
  - The amount of volunteer/staff hours and other in-kind services required of the City in exchange for receipt of licensing support services is based on the size of the Licensing Revenue Target (see Licensing Support Contract/**Exhibit F** of Agreement).
3. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:
    - Name: \_\_\_\_\_
    - Title: \_\_\_\_\_
    - Phone: \_\_\_\_\_
    - Fax: \_\_\_\_\_

I understand that:

- A. provision of licensing revenue support services is subject to the County determining it has staff available to provide the services;
- B. For Contracting Cities other than Licensing Revenue Support Cities, the County may propose an adjustment in the requested Licensing Revenue Target;
- C. the County will, by September 1 of the current calendar year, provide the City with a firm cost to provide the amount of licensing support services the County proposes to provide by completing this **Attachment A**;
- D. the County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services;

- E. Receipt of service is subject to County and City agreeing on the Licensing Revenue Target and County charge for these services (incorporated in calculation of the **Licensing Revenue Credit/Charge** per the Agreement), and executing the Licensing Support Contract (**Exhibit F** of the Agreement).

Request signed as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

City of \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**To be completed by King County:**

The County offers to provide the City licensing revenue support services in Service Year 201\_\_ intended to generate \$\_\_\_\_\_ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of \$\_\_\_\_\_, some or all of which cost may be charged to the City in calculating the Licensing Revenue Charge, as further described in the Licensing Support Contract and **Exhibits C-5** (for Licensing Support Cities) and **D** of the Agreement.

**King County**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**To be completed by the City:**

The County offer is accepted as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

City of \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



## **ATTACHMENT 2 – Expenditure Restriction and Provisos**

### **"ER1 EXPENDITURE RESTRICTION:**

Of this appropriation, \$66,544 must be expended and 1.00 FTE used solely for activities to be performed by the Administrative Specialist 3 added by this ordinance, as requested by the executive, to support of the processing of notice and order violations and associated fee/fine collection, and to respond to public records requests.

The executive must certify to the council that the amount of revenues received in payment of notice and order violations and associated fee/fine collection that are directly attributable to the services performed by the Administrative Specialist 3 exceeds \$41,000 as of June 30, 2012. If the certification is not transmitted, then, as of August 31, 2012, the expenditure and FTE authority for the Administrative Specialist 3 position shall lapse and no funds shall be expended after that date.

The executive must transmit certification required by this expenditure restriction by July 15, 2012, in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the government accountability and oversight committee or its successor. Upon receipt, the clerk shall provide a proof of receipt to the director of the office of performance, strategy and budget."

### **"P1 PROVIDED THAT:**

Of this appropriation, \$175,000 shall not be expended or encumbered until the executive transmits the reports required by this proviso and, for the final \$75,000, the executive transmits a motion stating that the executive has responded to the proviso that references the proviso's ordinance, section and number and the motion is adopted by the council.

The reports shall be quarterly, detailing the revenues derived from pet license notice and orders violations issued in 2012. Each report shall include, but not be limited to: 1) the type of pet license violation issued, such as altered and unaltered pet; 2) the amount of the civil penalty; 3) the date the violation was issued; 4) whether the civil penalty was paid; 5) any late fee received; and 6) whether the fees and civil penalties have been sent to collections. Regional animal services of King County shall, in consultation with council staff, develop a template for quarterly reporting.

The first report, reporting on the first quarter of 2012, must be submitted by April 30, 2012; the second report, reporting on the second quarter of 2012, must be submitted by July 30, 2012; and the third report, reporting on the third quarter of 2012, must be submitted by October 30, 2012. Upon transmission of each of the first two reports, \$50,000 shall be released for expenditure. For the third report, the final \$75,000 of the expenditure restriction is released for expenditure after the executive transmits a motion that states that the executive has responded to the proviso and references the proviso's ordinance, section and number and the motion is adopted by the council.

If any report is not transmitted by the date required in this proviso, the appropriation authority associated with that quarterly report shall lapse.

The reports and motion required to be transmitted by this proviso must be filed in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the government accountability and oversight committee or its successor. Upon receipt of the first two quarterly reports, the clerk shall provide a proof of receipt to the director of the office of performance, strategy and budget."

"P2 PROVIDED FURTHER THAT:

Of this appropriation, \$250,000 shall not be expended or encumbered until the executive transmits a revised regional animal services financial plan, a report and a motion that acknowledges receipt of the revised financial plan and report that references the proviso's ordinance, section and number and the motion is adopted by the council.

In June 2010, the county adopted the policies that created the regional animal services of King County program. This new organization was intended to establish, through properly aligned financial incentives, partnerships to increase revenue, economies of scale, a consistent regulatory approach across participating jurisdictions and collaborative initiatives to reduce the homeless animal population, a regional model for animal services to provide for better public health, safety, animal welfare and customer service outcomes based on a full-cost recovery from participating jurisdictions. Reliance on the county general fund for support of this program was expected to decrease as the program evolved. However, just prior to the executive transmitting the 2012 proposed budget, the city of Auburn informally communicated that they would not continue to participate in the regional model after January 1, 2013. The timing of Auburn's announcement was too late to effectively be considered in the 2012 Proposed Budget. The executive proposed 2012 budget included a financial plan that projects revenues from the city of Auburn in 2013 and thereafter. The current financial plan also includes expected revenues from the animal bequest fund and civil penalties and fees from regulatory enforcement that have not been justified by past, actually received revenues. Additionally, this ordinance includes a new position in 2012 to be solely supported by the general fund.

With the loss of the city of Auburn as a participating city, the increase of FTEs funded solely by the general fund and unjustifiable revenue projections in the current financial plan, the required financial plan and report are expected to inform the council on the executive's plan to make the program fiscally sustainable and still attain the level of service expected at its creation.

The report and financial plan shall include, but not be limited to: 1) a description of the aligned financial incentives, partnerships to increase revenue, economies of scale, a consistent regulatory approach across participating jurisdictions and collaborative initiatives that have been undertaken and their effectiveness at developing a fiscally sustainable program; 2) the status of interlocal agreement renewal discussions with each city participating in the

program; 3) the level of cost recovery each current participating city actually pays for services rendered; 4) the status of discussions with other jurisdictions or entities to join the program and the expected level of cost recovery level from each; 5) qualitative and quantitative analysis explaining the expected revenues for 2012 through 2015, including a detailed analysis of each revenue source; 6) a description of all program elements supported by the general fund including but not limited to salary differentials, FTE positions and other county services; 7) a strategy and timeline for implementing a sustainable, long term regional animal services program that reflects the values and interest of King County and its regional partners based on a full cost reimbursement model; and 8) a revised financial plan that reflects the analysis required by this report.

The executive must file the report, financial plan and motion required by this proviso by June 30, 2012, in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the transportation, economy and environment committee or its successor."

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## Animal Services Interlocal Agreement Summary of Terms

Document Dated May 17, 2012

*This document provides a section by section summary of the proposed Animal Services Interlocal Agreement. It is not intended as a comprehensive interpretation of the Agreement: for complete terms and conditions, please refer to the Agreement.*

**Generally:** This Agreement will succeed the existing animal services agreements that have been in place since July 1, 2010. The existing agreement will expire December 31, 2012. The Agreement will go into effect on July 1, 2012, although services under this new Agreement will not begin until January 1, 2013. The six month overlap of the existing and new agreements simply ensures that various notices and bills will be sent on a timely basis in preparation for services beginning next January. Services provided under the Agreement are divided into three categories: control (officers responding to events in the field); shelter; and licensing. Cities must purchase all three services. Costs of animal service are generally allocated among the parties based on two factors: population (20%) and system use (80%). All pet licensing revenues are credited to the jurisdiction in which they are generated as an offset against costs otherwise payable, except that revenues received in excess of costs will be redistributed within the system to benefit all parties. Three types of subsidies are offered to various cities based on specified criteria, in order to mitigate impacts of the cost allocation model.

Cities have been requested to provide two separate statements of interest leading up to the circulation of the final form of Agreement. This is because the Animal Services system costs are to be divided among all participating jurisdictions: if some cities that indicated they were interested ultimately decide not to sign the Agreement it will impact the costs for the remaining parties. If, as a result of some cities not signing the Agreement, the estimated 2013 costs for a City that has signed the Agreement increase by more than 5% or \$3,500 (whichever is greater), the Agreement will not go into effect unless the City waives the limit.

A section by section summary of the Agreement follows:

**Recitals.** The Recitals note the benefits of a regional animal services system and the authorities for entering into the Agreement. Cities specifically requested recitals indicating the intent to include them in discussions of new regional revenues.

**Section 1. Definitions.** Key definitions are set forth in this section. Other definitions appear in Exhibit C (describing the payment formula, summarized below).

**Section 2. Services Provided.** The County will provide the City with Animal Services, which include Control Services, Shelter Services and Licensing Services, all as described

in Exhibit A (summarized below). A City may request Enhanced Control Services, as detailed in Exhibit E (summarized below) and License Revenue Support Services, as detailed in Exhibit F (summarized below).

**Section 3. City Obligations.** Cities will adopt animal codes with substantially similar license, fee, penalty, enforcement, redemption, impound and sheltering provisions as the County Code, (as now in affected or later amended). The City authorizes the County to enforce these City codes and carry out animal licensing and certain administrative appeals. The City retains independent enforcement authority. The City will help promote pet licensing and will transmit any pet licensing revenue received to the County quarterly.

**Section 4. Term.** The term for providing service under the Agreement is 3 years (January 1, 2013-December 31, 2015). The Agreement cannot be terminated for convenience. There is an optional 2-year extension: notice of intent *not* to extend the Agreement must be received by March 1, 2015. The County will convene all Parties to discuss extension under the same or amended terms in September 2014. The County may sign agreements with latecomers, provided the addition of the latter agreement does not cause a negative fiscal impact to the city parties. The 2010 agreement stays in effect through December 31, 2012. A limited re-opener is included to adjust revenue and cost allocation provisions of the Agreement if there is a proposal for a voter approved regional measure for animal services that would result in imposition of new tax revenues prior to December 31, 2016. Termination of the Agreement is allowed by any party if such a measure is proposed and certified as approved.

**Section 5. Compensation.** Cities will pay for animal services every six months, based on the estimated cost of those services (derived from use and revenue data, and the most recent budget data). In 2013, the cost is established based on the formula of use and population. In 2014 and 2015, in order to provide more predictability of costs for all parties, the 2013 base cost will be adjusted based on the 2013 proportionate share of net allocable system costs: this share of costs may be adjusted in 2014 and 2015 to account for major annexations ( $\geq 2,500$  population) or latecomer cities. If a City generates more licensing revenue than the service costs (including cost for cities using PAWS and the cost of Enhanced Control Services), the revenues are redistributed to the benefit of all other parties.

**Section 6. Reconciliation of Estimated Payments and Actual Costs and Revenues.** Every June, a reconciliation amount will be calculated to determine the difference between the Estimated Payments made, and the total actual revenues city payments received. Any "Reconciliation Adjustment Amounts" determined to be owed are due August 15 of the following year.

**Section 7. Regional Revenue Generation and Licensing Revenue Support Services.**

The parties intend to work towards a significantly more financially sustainable system into the future. The County will develop proposals and work with the joint city-county committee before proceeding with new regional revenue proposals. The County is providing licensing revenue support assistance to nine cities in 2013 to increase their licensing revenues. The assistance is based on the gap in licensing revenues that would need to be filled to assure 2013 net costs do not exceed 2012 net costs. To receive this assistance in 2014 and 2015, cities must sign an agreement to provide increased levels of in-kind support, and the County must have staff capacity to provide the service. All other cities may also sign an agreement for such support in 2014 and 2015 if the County has staff capacity (priority will go to the nine original cities). Cities with licensing revenue targets over \$20K/year (Kirkland, Bellevue) may be assured of the assistance in all 3 years and will be provided with an incentive for the city to help increase license revenues, by signing an agreement to provide the higher level of in-kind support for all 3 years. If licensing revenues received exceed the revenue goal amount established in Exhibit C-5, the County's costs of providing such service are recouped before additional revenues are allocated to the city (subject to details provided in C-5 and Exhibit F).

**Section 8. Mutual Covenants/Independent Contractor.** The County is an independent contractor and County staff providing services are not deemed City employees. The County is responsible for the performance of its personnel.

**Section 9. Indemnification and Hold Harmless.** Cross indemnifications are included. The County is responsible for validity of its codes but is not responsible for City code provisions that are in effect at the time the Agreement takes affect or that differ from those of King County.

**Section 10. Dispute Resolution.** The parties will first meet together to attempt to resolve any disputes. If this is not successful, it may be followed by mediation (binding or nonbinding as parties choose). Mediation costs are to be shared equally by the parties.

**Section 11. Joint City-County Committee and Collaborative Initiatives.** An advisory group composed of three county representatives and one representative from each contracting City is created to review operational and policy issues and make recommendations regarding same. Initiatives to be pursued include but are not limited to: updating the animal services code to enhance revenues and compliance incentives; exploring service delivery efficiencies; studying options for repair or replacement of the Kent shelter; reviewing the annual reconciliation calculations; collaborating on response and service improvements; providing input on Animal Control Services response protocols; and identifying, discussing and where appropriate, recommending actions to implement ideas to generate additional system revenue.

**Section 12. Reporting.** The County will provide the City with reports not less than monthly summarizing call response and system usage data for each City and the County as well as the Animal Services system as a whole. The form and contents of the report will be developed in consultation with the Joint City-County Committee.

**Section 13. Amendments.** Amendments that do **not** affect payment responsibilities, indemnification, duration or termination of the Agreement may be approved by the County and two-thirds of all Contracting Cities (in number and percentage of total Estimated Payments made); other Amendments require unanimous approval.

**Section 14. General Provisions.** This section includes standard “boilerplate” provisions—severability, force majeure, notices, records, venue, etc.

**Section 15. Terms to Implement Agreement.** Because it is unknown how many Parties will ultimately approve the Agreement and any City declining to sign will impact the cost for all others, this Section limits the amount by which a Party’s costs for 2013 (estimated) may increase and still have the Agreement go into effect as proposed. These limits may be waived by the City (or the County, as applicable). Depending on which of these tests are met or waived, an Agreement may go into effect for the full requested term. If none of the tests are met (or waived) the Agreement will not go into effect.

## **Exhibit A: Animal Services Description**

### **Control Services**

- The Call Center for the public or cities requesting a response by an Animal Control Officer will operate five days per week, at least 8 hours a day. After hours, callers will hear a recording directing calls to 911 or asking the caller to leave a message for response the next business day.
- The County will be divided into 3 geographic Control Districts that will be staffed by 6 animal control officers, with a goal of providing service by at least one officer in each Control District, except as staffing availability is reduced due to vacation, sick leave, training, etc, for not less than 40 hours per week, with the intent to include coverage for at least one weekend day.
- Calls are classified by priority. The County will use its best efforts to ensure all High Priority Calls are responded to during regular animal control officer hours on the day received.
- Additional control resources will be available regionally, including an animal control sergeant providing oversight, staff will be available to investigate cases, and at least one officer will be on call after regular service hours for emergency response.
- Cities can opt to contract for “enhanced control services” (See Exhibit E for terms of service).



### Shelter Services

- Shelter for animals will be provided at the existing Kent Shelter. The public service counter at the Kent Shelter will be open not less than 30 hours a week.
- Some cities in North King County will continue to contract for shelter services with the Progressive Animal Welfare Society (PAWS) located in Lynnwood; for such Cities, the County will deliver cats and dogs picked up in these jurisdictions to the PAWS shelter and will not provide routine sheltering for their cats and dogs.

### Licensing Services

- The County will operate and maintain a unified pet licensing system for Contracting Cities. The County will seek private sector partners to advertise/encourage licensing and will provide licenses and application forms and materials to Cities to use in selling licenses. The County will mail annual renewal forms and a reminder and late notice as applicable to the last known address of all persons who purchased a pet license in the previous year. There will be limited sales and marketing efforts to maintain and increase license sales.

### Exhibit B: Control Service District Maps

The three Control Districts have boundaries as shown by the maps in Exhibit B.

### Exhibit C: Calculation of Estimated Payments

This exhibit provides the detailed formulas and definitions to be used to calculate the Estimated Payments each year. In general, these formulas may be described as follows:

- The Estimated Payment(s) for each Service Year are derived from allocating the budgeted Animal Services costs (net of estimated non-licensing revenue) using historical use, population and licensing data.
- From year to year, the total allocable costs for all Contracting Parties (before considering any offsetting revenue) cannot increase by more than the combined total rate of inflation (based on the CPI-U for Seattle, Tacoma Bremerton) and rate of population growth in the combined service area (the "Annual Budget Inflation Cap").
- For 2013 calculation of costs:
  - **Control Services** costs are shared by the 3 geographic Control Districts, with 25% allocated each to Districts 200 and 220 and 50% to District 500. Each Contracting Party located within a Control District is allocated a share of Control District costs based 80% on the Party's relative share of total Calls for Service within the Control District and 20% on its relative share of total population within the Control District.
  - **Shelter Services** costs are allocated among all Contracting Parties based 20% on their relative population and 80% on the total shelter intake of animals attributable to each Contracting Party, except that Cities

contracting for shelter services with PAWS will pay only a population-based charge.

- **Licensing Services** costs are allocated among all Contracting Parties based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.
- **For 2014-2015 Calculating of Costs:** In 2014 and 2015, in order to provide more predictability of costs for all parties, the 2013 base cost will be adjusted based on the proportionate share of net allocable system costs (adjusted for the Annual Budget Inflator Cap: CPI + population growth). The proportion stays the same through all years, except for adjustments to account for population changes due to annexations over 2,500 and for latecomers.
- **For all years: Licensing revenue** is to be attributed based on the residency of the individual purchasing the license. The amount of licensing revenue estimated to be generated from the **Licensing Revenue Support Services** (per Section 7 of the Agreement) is included in the calculation of the Estimated Payment each year.
- Each Estimated Payment covers the cost of six months of Animal Services.
- Two credits are applicable to various cities to reduce the amount of their Estimated Payments: a **Transition Funding Credit** (for cities with high per-capita costs); a **Shelter Credit** (for cities with high usage compared to population). Application of these Credits is limited so the Estimated Payment cannot fall below zero (before or after the annual reconciliation calculation). The credit amounts remain fixed for all years of the Agreement.
- Estimated Payments are reconciled to reflect actual revenues. The reconciliation calculation occurs in June of the year following the Service Year. The reconciliation calculation and payment process is described in **Exhibit D**. The receipt of Transition Funding Credits, Shelter Credits, or License Revenue Support can never result in the amount of the Estimated Payments as reconciled falling below \$0.

#### **Exhibit D: Reconciliation**

The purpose of the reconciliation is to adjust payments made for a Service Year to reflect actual licensing revenue and non-licensing revenue all as compared to the initial calculation of Estimated Payments. A reconciliation calculation is made each June substituting actual revenues. If the calculation shows that the City's payment should be greater than its estimated payment, the City will remit the difference to the County by August 15. If the reverse is true, the County will remit the difference to the City by such date.

#### **Exhibit E: (Optional) Enhanced Control Services Contract**

Cities may purchase enhanced control service. Two options are available: Service hours requested (alone or in combination with other cities) must equal work for at least a half-time equivalent employee or a full time equivalent (or multiples thereof); or a city may purchase services on an hourly basis with advance notice. Attachment A to Exhibit E is a short form for Cities to complete if they wish to request enhanced service.

**Exhibit F: (Optional) License Revenue Support Contract**

Cities may purchase license revenue support service. The County will provide specialized marketing and support services to generate an agreed target amount of revenue; if actual revenues fall short of the total revenue goal, the County will make up the difference in the form of a credit. Cities must provide specific, increased level of in-kind services to aid in the revenue generation efforts. This service is available for all cities subject to county ability to provide such services; however, preference is given to the nine identified License Revenue Support cities. Cities with over \$20,000 in identified License Revenue Support are guaranteed the three year service option if they sign the Optional Contract (and commit to the increased in-kind support) prior to September 1, 2012. The Contract allows for County recovery of costs. Attachment A to Exhibit F is a short form for Cities and the County to complete if a city wishes to receive License Revenue Support in 2014 and 2015.

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**King County**  
**Dow Constantine**  
 King County Executive

## **Regional Animal Services of King County Roadmap for Reform Accomplishments May 2012**

The 2010 Roadmap for Reform of King County animal services began with creation of a new regional animal services model jointly developed by King County and its city partners. The model preserved a regional service approach, which best provides for public health, safety, customer service and animal welfare. Highlighted below are a number of the improvements made since the initial 2010 roadmap.

### **Managerial and Operational Improvements**

- ✓ The County implemented a new model for Regional Animal Services of King County (RASKC) by entering into new contracts with cities. The initial two-year agreement is expiring at the end of 2012, and work began in 2011 to negotiate a replacement agreement with cities.
- ✓ The County has put in place a new animal services management team that is taking a more proactive role in the operations of the shelter, the prevention and investigation of animal cruelty and implementing other actions to improve animal welfare.
- ✓ RASKC has improved animal services data collection and management through technology upgrades that support real-time access to data in the field and more robust tracking of animals in the shelter. Implementation was completed in 2011, with training, feature upgrades and added reporting in continuous development due to the flexible and open nature of the technology employed.
- ✓ RASKC has improved animal care and service delivery through continuous review and development of procedures to guide shelter and field operations, and provision of ongoing staff training.
- ✓ Regional Animal Services continues to work with other organizations, including feral cat groups, spay/neuter organizations, non-profit shelters and other government agencies to reduce the homeless animal population in our region. One measure of the value of these partnerships is the reduction by 78.4% in the number of animals euthanized for behavioral reasons. The number of animals euthanized for behavioral reasons has declined from 850 in 2009 to 184 in 2011.
- ✓ RASKC is continuing efforts to fund better outcomes for animals using donations.

- ✓ A plan for the development of new regional sheltering space to ultimately replace the capacity provided by the Kent shelter was evaluated and put on hold pending efforts to find funding and develop a sustainable long-term contractual relationship with cities.
- ✓ Management worked with the Animal Control Officers Guild to develop creative and responsive solutions to improve efficiency and effectiveness. The bargaining unit agreed to forego cola for 2011 and 2013 and to restructure the compensation for the employees working in the pet adoption center. These negotiated changes were instrumental to our ability to provide cost effective regional animal control services to the residents of King County

### **Animal Sheltering and Welfare**

- ✓ The euthanasia rate has declined dramatically since 2009. The rate decreased from 17.6% of intakes in 2009, to 14.3% of intakes in 2011. The live release rate went from 78.9% in 2009 to 83.2% in 2011.
- ✓ RASKC has filled the second operations manager position to work with community partners, develop operating procedures and ensure that those procedures are followed. This manager provides cities with monthly statistics about shelter and field services provided under the terms of the Interlocal Agreement. The reports include response times, summaries of activities, and the number and reasons for shelter intakes and shelter outcomes. Licensing revenues are also provided for tracking purposes.
- ✓ RASKC has filled the full-time volunteer coordinator position. This has enabled greater recruitment and support for volunteer involvement throughout the agency. Volunteers now provide expanded animal care duties and assist in our veterinary clinic
- ✓ A veterinary medical director position and two additional veterinary technician positions have been established to provide a higher level of care in the Kent shelter. The number of animals that died in care (including neonate foster animals) has decreased steadily since 2009. In 2009, 3.38% of intakes died in care, in 2011 that number dropped to 1.84%.
- ✓ RASKC has made improvements to existing facilities to prevent overcrowding, noise, and the spread of disease. We have managed the population at the Kent shelter within available resources to ensure proper care for animals. Two isolation trailers were added for treatment of feline upper respiratory infections, and a dog isolation space was added.
- ✓ RASKC is providing a more consistent level of care at the Kent shelter by consolidating all staff at one facility. The Eastside shelter was decommissioned as a sheltering location in 2010 and the lease expired in 2011, when the remaining field activities were consolidated.

- ✓ Staffing for the peak summer season has been improved with the use of seasonal help. Shelter capacity has also been increased with the creation of a foster care coordinator position and the use of more foster homes. In 2009 19.88% of animal intakes were cared for in foster care. In 2011, 27.37% of intakes were fostered.
- ✓ Increased adoption activities including lowering adoption fees during peak season, making use of social media and press releases to communicate with the public.
- ✓ RASKC has continued to develop partnerships with other animal welfare organizations to take animals for adoptions on a regular basis. In 2009, 16.93% of animal intakes were transferred to other organizations. In 2011, 17.36% of animals were transferred.
- ✓ Euthanasia of feral cats has declined 91.6% - largely due to volunteer efforts.

#### Animal Control & Animal Cruelty

- ✓ RASKC has implemented procedures with the King County Sheriff's Office and other police agencies to respond quickly and more effectively to potential animal cruelty cases and issues of public safety, and engage police earlier in the investigation of serious cases. Quarterly meetings are held with law enforcement from each district to improve services, coordination and emerging issues.
- ✓ RASKC has developed better training for animal control officers to complete a preliminary review of cases reported by the public as animal cruelty. This allows our cruelty investigator to focus on substantiated cases, and not use limited resources on unsubstantiated cases.
- ✓ RASKC has implemented new policies and training for police dispatchers for callout of animal control officers for after-hours emergencies.
- ✓ RASKC has improved case management with the King County Prosecuting Attorney regarding animal cruelty cases.
- ✓ The County has installed laptops in animal control trucks for real-time access to, and entry of, dispatch and other data.
- ✓ RASKC continues to refine and establish procedures to systematically identify all new animal cruelty calls.
- ✓ Additional work is underway to establish operating bases in north and/or east county to provide consistent field services and a better connection with and accountability to these areas of the county.

**Pet Licensing**

- ✓ RASKC has established a “no-tolerance” policy for enforcement of pet licensing. Citations for offenses include added penalties when animals are not licensed.
- ✓ Pet licensing effectiveness has improved with increased sales from 2011 to 2012. January 2011 to April 2012 comparison shows a 20% increase in license sales (\$818k vs \$690k).
- ✓ RASKC has increased use of on-line transactions for license renewals and promoted on-line sales for new licenses.
- ✓ Credit card transaction capabilities are in place at the Kent shelter location. Work to provide a field credit card acceptance method is being developed.

**Next Steps**

The proposed (2013-2015) Interlocal Agreement contains contract language to continue the collaboration efforts between the County and cities. Specifically, a Joint City-County Committee is defined to work on collaborative initiatives and identify recommendations for improving the efficiencies and improvements of services.



May 21, 2010

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

I am pleased to transmit to the Council a legislative package that provides for continuation and further stabilization of the regional program for animal services in King County. This agreement builds on the achievements made by the Regional Animal Services of King County (RASKC) program over the past two years and provides a solid platform to move towards sustainability into the future. Continuation of the RASKC program demonstrates a collaborative partnership with cities to deliver an effective and efficient service for the residents and animals of King County.

The RASKC leadership and staff have accomplished a great deal in the past two years, with improvements in the following areas:

- the euthanasia rate has declined dramatically since 2009, decreasing from 17.6% of intakes in 2009, to 14.3% of intakes in 2011;
- new procedures with the King County Sheriff's Office and other police agencies have been implemented to respond quickly and effectively to potential animal cruelty cases and issues of public safety;
- pet licensing effectiveness has improved with increased sales from 2011 to 2012 and a higher percentage of transactions are being conducted on-line;
- numerous operational improvements have been made at the Pet Adoption Center, including providing increased capacity for both cat and dog isolation areas;
- RASKC expanded collaborative efforts with City partners – resulting in both reporting and operational improvements; and
- RASKC has also significantly expanded the foster care program and increased the utilization of volunteers – all of which directly improve the care of animals while achieving greater efficiency and effectiveness.

### **Amended and Successor Agreement for 2013-2015**

While tremendous progress has been made in the past two years to stabilize the regional program and cities have expressed satisfaction with the services, I recognize there is more work to be done to reach sustainability. When the County staff began meeting with city representatives to discuss a successor agreement to carry the regional partnership beyond 2012, nearly all parties recognized that more time was needed to truly achieve the goals of reforming the system and providing revenue sustainability beyond the term of the initial agreement.

The result of the city-county work group's effort to develop the successor agreement is that 25 of the current 26 cities submitted statements in early May of their interest in continuing in the RASKC program. Together, these cities will contribute an estimated \$2.4 million to the system through license revenues and payments to the County in 2013. During June, city councils will consider formally adopting the new interlocal agreement with the County for animal services, to be effective July 1, 2012 (services effective January 1, 2013-December 31, 2015).

The package I am transmitting today provides the mechanism for the County to also enter into these contracts. The transmittal package includes:

- A proposed ordinance authorizing the executive to enter into interlocal agreements for animal services with cities in King County. The interlocal agreement is Attachment A. It has undergone legal review through both the Prosecuting Attorney's Office and cities' legal counsel and is under consideration by cities who affirmed their interest in remaining in RASKC;
- Summary of Terms for the Animal Service Interlocal Agreement: A summary, by section, of the key provisions of the interlocal agreement;
- Fiscal Note: The estimated fiscal impact of the interlocal agreement to King County is \$2.64 million in 2013; and
- Roadmap for Reform Accomplishments. This successor agreement is based on the existing agreement with cities. Cities will continue to pay the County the difference between their cost allocation and their pet licensing revenue. Together, the cities are estimated to contribute nearly \$.8 million to support services in 2013 on top of pet licensing revenue of \$ 1.67 million, for a total contribution of \$2.4 million.

In developing the successor interlocal agreement, some key changes have been made to respond to city interests and to support continuation of the system.

- The cost allocation model is shifted to assign costs 80% based on use and 20% based on population to provide better correlation between costs and use of the system. This is a change from a cost assignment in the current model of 50% based on use and 50% based on population.
- There will be better cost predictability for jurisdictions in years two and three of the interlocal agreement.
- A number of field service improvements are being made without a cost increase. These changes respond to cities seeking better coverage, including the number of days field service is being provided and the location of field officers. In addition, changes to the current agreement are proposed to shift the animal control service districts from four to three to maintain service levels and control costs.

I appreciate the help of our employees, and particularly the Animal Control Officers Guild, in developing creative and responsive solutions to the cities' needs. We appreciate the willingness of the bargaining unit members to forego cola for 2011 and 2013 and for agreeing to restructure the compensation for the employees working in the Pet Adoption Center. These negotiated changes were instrumental to our ability to provide cost effective regional animal control services to the residents of King County. It is this type of approach to service that will enable the regional system to continue to evolve and flourish.

The model continues to provide credits for cities with high per capita costs, and provides specific license revenue support to generate additional license revenue for other cities. Both approaches are necessary to maintain the regional partnership. This support continues to provide a stable cost for cities and the County in difficult financial times. We have seen in the past two years how this approach led to better outcomes and greater cost efficiencies for the County and cities. The County support is consistent with the level of funding estimated to maintain the services without city partners and was necessary to reach consensus across jurisdictions that vary significantly.

I am pleased to move to the next step in the progression of the regional system with our new RASKC Manager, Gene Mueller, joining the County in June. Under his leadership, RASKC will be charged with continuing to improve service outcomes, while seeking to develop new partnerships with public and private providers and following through on new and innovative funding solutions to create financial sustainability.

Again, I want to thank the Council, cities, and our employees, volunteers, donors, and private partners for their support for Regional Animal Services of King County. I look forward to their active involvement and collaboration as we continue to improve the service delivery and provide funding sustainability for the regional system.

If you have any questions regarding the successor interlocal agreement for animal services and the legislative package that would implement it, please contact Diane Carlson, Director of Regional Initiatives, at (206) 263-9631.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Michael Woywad , Chief of Staff  
    Anne Noris, Clerk of the Council  
    Fred Jarrett, Deputy County Executive, King County Executive Office (KCEO)  
    Rhonda Berry, Assistant Deputy County Executive, KCEO  
    Sung Yang, Chief of Staff, KCEO  
    Dwight Dively, Director, Performance, Strategy, Budget Office, KCEO  
    Caroline Whalen, County Administrative Officer, Department of Executive Services (DES)  
    Carrie S. Cihak, Chief Advisor Policy and Strategic Initiatives, KCEO  
    Frank Abe, Director of Communications, KCEO  
    Patti Cole-Tindall, Labor Relations Manager, KCEO  
    Diane Carlson, Director of Regional Initiatives, KCEO  
    Norm Alberg, Interim Director, Records and Licensing Services Division, DES  
    Gene Mueller, Manager, Regional Animal Services of King County, DES

## SUPPLEMENTAL FISCAL NOTE

Attachment 6

Ordinance/Motion No. 00-

Title: Regional Animal Services of King County ILA Authorization

Affected Agency and/or Agencies: Executive Services, RALS, Regional Animal Services of King County (RASKC)

Note Prepared By: Sean Bouffiau

Note Reviewed By: Yiling Wong

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

**Revenue to:**

Fund/Agency	Fund	Revenue	2012 Adopted <sup>1</sup>	2013 <sup>2</sup>	2014 <sup>2</sup>	2015 <sup>2</sup>
	Code	Source				
Pet Licensing <sup>3</sup>	1431	1431	2,893,827	2,480,689	2,530,303	2,580,909
Other Fees and Fines <sup>4</sup>	1431	1431	394,980	205,812	207,870	209,949
City Reimbmnt. for RASKC Svcs <sup>5</sup>	1431	1431	1,256,993	778,858	803,781	831,110
General Fund Contribution <sup>6, 7</sup>	1431	0010	1,951,101	2,644,860	2,754,000	2,869,000
Enhanced Services	1431	1431	308,641	248,166	255,611	263,279
Animal Bequest Fund Contribution	1431	1432	200,000	200,000	200,000	200,000
<b>TOTAL</b>			<b>7,005,542</b>	<b>6,558,385</b>	<b>6,751,565</b>	<b>6,954,247</b>

**Expenditures from:**

Fund/Agency	Fund	Department	2012 Adopted <sup>1</sup>	2013	2014	2015
	Code					
Animal Services Fund/RASKC <sup>8</sup>	1431	DES	6,813,225	6,554,627	6,751,266	6,953,804
<b>TOTAL</b>			<b>6,813,225</b>	<b>6,554,627</b>	<b>6,751,266</b>	<b>6,953,804</b>

**Expenditures by Categories**

	2012 Adopted <sup>1</sup>	2013	2014	2015
Wages and Benefits	4,506,746	4,428,143	4,560,987	4,697,817
Supplies	283,500	125,000	128,750	132,613
Services and Other Charges	805,882	770,843	793,968	817,787
Intergovernmental	1,187,097	1,200,641	1,236,660	1,273,760
Capital	30,000	30,000	30,900	31,827
<b>TOTAL</b>	<b>6,813,225</b>	<b>6,554,627</b>	<b>6,751,266</b>	<b>6,953,804</b>

**Assumptions:**

<sup>1</sup> Current Year impact is Not Applicable as the proposed legislation does not impact 2012. Per council staff request, 2012 Adopted amounts have been added in this column.

<sup>2</sup> Revenues and Expenditures anticipate the participation of the 25 cities that have provided preliminary/non-binding notification to King County, as of May 2012, that they desire to remain in the RASKC model 2013-2015.

<sup>3</sup> Pet Licensing revenues in out years based on a conservative revenue growth assumption of two percent per year. Increased focus on marketing activities and more active city participation in pet licensing sales may yield actual growth at a higher rate.

<sup>4</sup> Other fees and fines in out years based on a conservative revenue growth assumption of one percent per year. Increased activities may yield higher actual growth rate.

<sup>5</sup> Reimbursements to RASKC program from cities (a.k.a. allocable costs), per ILA, are limited to a growth rate of CPI + population growth, projected at 3.2% and 3.4% in 2014, 2015, respectively.

<sup>6</sup> The General Fund Contribution includes unincorporated King County's net final cost allocation for services per the RASKC Model (\$809,195), KC Sponsored program support (\$846,133), Transition Funding (\$148,614), Shelter Credits (\$750,000), Licensing Support (\$90,918). The proposed 2013, as well as current existing ILA terms structure revenues such that if pet licensing and other fees and fines decline, cities' portion of costs are capped based on inflation (CPI-U plus population growth), leaving the County-funded portion to increase accordingly. Note that increased marketing and active city participation in revenue activities planned for 2013-2015 may lead to higher licensing revenues, decreasing the County-funded portion. Transfers to other funds (omitted here, for clarity) are double budgeted in the ordinance language to authorize expenditure/transfer from the transferring (source) funds (General Fund and Animal Bequest Fund), as well as to provide expenditure authority for the operating fund (Animal Services Fund).

<sup>7</sup> Licensing Support is estimated to cost a total of \$60,006 to achieve the full Licensing Support Target for all eligible cities combined. Since the full amount of the target (\$90,918) is a financial liability under the contract, the entire amount has been calculated into the GF transfer.

<sup>8</sup> Expenditures in out years are based on an inflationary factor of 3% per year. Commensurate with the program's recent historical cost growth. Per ILA, allocable costs to cities is capped at CPI + population growth, projected at 3.2 and 3.4 percent for 2014 and 2015, respectively.

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## King County

### Government Accountability, Oversight and Financial Performance Committee

<b>Agenda Item:</b>	7	<b>Name:</b>	Erik Sund
<b>Proposed No.:</b>	2012-0176	<b>Date:</b>	June 6, 2012
<b>Invited:</b>	Kerry Delaney Sickle, Assistant Operations Manager, DES, Human Resources Division Jonathan Larson, Project Manager, DES, Human Resources Division		

#### STAFF REPORT

##### SUBJECT:

Proposed Ordinance 2012-0176 would authorize the purchase of food and lodging with county funds for employees who are responding to an unanticipated event that requires a rapid response but does not rise to the level of a declared emergency.

##### BACKGROUND:

###### Food and Lodging for Employees in Travel Status

Under chapter 3.24 of the King County Code (KCC), a County employee may be reimbursed for lodging expenses only if that employee is engaged in official business involving overnight travel, defined as travel outside the county that exceeds twelve hours and includes an overnight stay. The value of the reimbursement is limited to federal per diem expense rates.

Similarly, employees may be provided with or reimbursed for the cost of meals only under specific circumstances. When traveling outside of King County on official business for at least six hours but not staying overnight, an employee is eligible for a fixed allowance based on federal per diem expense rates for each mealtime occurring during the trip. Employees may instead claim the full per diem expense rate for meals and incidental expenses for any day spent wholly in overnight travel status. An employee engaged in overnight travel may also receive a fixed meal allowance for meals during the first and last days of a trip.

###### Food Allowances in Other Circumstances

Employees may be provided with food or reimbursement for meals while engaged in official business within King County if participating in one of the following:

- a staff retreat lasting more than four hours in a single day;

- a conference, convention, seminar, training session, when the meal is an integral part of the event or the training occurs during the meal and participation is approved in advance;
- a meeting subject to the restrictions of the Open Public Meetings Act, if the meeting extends through the mealtimes; or
- another event approved in advance by the presiding elected official or designee, provided that participation would not constitute a gift of public funds under Article VII, Section 7 of the state Constitution.

#### Exceptions in Declared Emergencies

KCC also allows for the provision of lodging and meals for employees working within the county's borders if an emergency is declared by the Executive under chapter 12.52 KCC. While the code does not directly address the reimbursement of employees' expenses, it does provide an exemption from normal limitations on the purchase of goods and services (including food and accommodations for employees responding to an emergency) in the event of such a declaration.

The county is currently unable to provide or reimburse employees for lodging or meals if they are required to work extended hours in response to other emergent events which do not rise to the level of a proclaimed emergency.

#### **ANALYSIS:**

Proposed Ordinance 2012-0176 would expand the range of conditions under which county employees may be provided with or reimbursed for the cost of food and lodging to include emergent situations for which an official emergency has not been declared by the County Executive. Under the proposed changes, first responders and other employees who provide essential services and who work extended hours in response to an undeclared emergency or "critical event" would be eligible for county-paid meals and accommodation, provided that:

- the employee must remain close to the work site in order to respond to the event;
- the employee is performing work required as a result of an unanticipated event and that is necessary due to a regulatory requirement or for reasons of public health and safety; and
- written approval for the purchase of the services in question is issued within the first 24 hours of the event by the presiding elected official or a designee; extensions beyond the first 24 hours must be approved in advance.

Examples of qualifying critical events given in the Executive's transmittal letter include:

- rising water levels which require round-the-clock monitoring by the Flood Warning Center; and



- snowfall at the King County Airport, where federal regulations require snow removal efforts once an eighth of an inch has accumulated.

On these occasions it is common for employees to be required to work extended hours, often on short notice. Under current practices, these employees are often paid overtime for their additional hours or placed on standby in order to be able to respond as conditions develop. By providing lodging close to work sites, the proposed code revisions are intended to give the county agencies more flexibility in meeting essential staffing requirements, to improve response times to changing situations, and to reduce travel risks and fatigue for employees. The Executive's transmittal letter also indicates that the more flexible staffing model will reduce the cost of responding to critical events.

Allowing county agencies to provide food and lodging for employees during critical events is likely to improve the timeliness and effectiveness of their response to those situations. It also seems likely that the proposed changes will produce some identifiable savings, especially in circumstances where employees can be fed and housed near a work site at a lower cost than paying overtime as is currently done.

However, some of the potential savings will be difficult to quantify, as the critical situations in question tend, by their nature, to be unpredictable and difficult to compare. For example, determining the precise benefit of a more effective flood response would require knowledge of how costly a less effective response to that same incident would be. Consequently, while the transmittal letter mentions cost-efficiencies, the fiscal note does not include any savings projections. Instead, the note indicates only the cost of the proposal, which is estimated to be approximately \$42,000 in the current year, rising gradually thereafter due to inflation.

### **REASONABLENESS:**

Adoption of the proposed ordinance would constitute reasonable business decision. The ordinance should allow for improved speed and effectiveness of the county's response to certain emergent events.

### **ATTACHMENTS:**

1. Proposed Ordinance 2012-0176
2. Transmittal Letter dated April 12, 2012
3. Fiscal Note

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# KING COUNTY

Attachment 1

## Signature Report

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

June 4, 2012

### Ordinance

**Proposed No.** 2012-0176.1

**Sponsors** Ferguson

1 AN ORDINANCE relating to providing first responders  
2 and essential employees, who must work extended hours  
3 during certain unanticipated events which are critical to or  
4 in response to a regulatory requirement, with lodging and  
5 meals; and amending Ordinance 9206, Section 1, as  
6 amended, and K.C.C. 3.24.010, Ordinance 9206, Section 7,  
7 as amended, and K.C.C. 3.24.070 and Ordinance 12077,  
8 Section 9, as amended, and K.C.C. 3.24.080.

9 **STATEMENT OF FACTS:**

10 1. Current code provisions provide employee lodging and meals within  
11 the county's borders during an emergency proclaimed by the executive;  
12 however, employees are required to work in response to other,  
13 unanticipated events that do not rise to the level of a declared emergency.  
14 Often, during such events, first responders and essential employees are  
15 called upon to work extended hours, sometimes well into the night or for  
16 days on end. Other times, they are required to be at work during non-  
17 scheduled hours with very little notice. Examples of these emergent  
18 events include snow removal at the King County international airport,  
19 required by federal regulations when snow reaches an eighth of one inch

in accumulation; and monitoring river conditions when high river water conditions and potential flooding are imminent.

2. Providing lodging to employees who work extended hours due to unanticipated emergent events will ensure that first responders and essential employees are available for deployment and close to the worksite; and, in cases where the event results in unsafe commutes, to ensure the safety of employees by minimizing their commute. Providing meals during such events will allow the employees to focus their efforts on providing critical public service.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 9206, Section 1, as amended, and K.C.C. 3.24.010 are each hereby amended to read as follows:

All words in this chapter shall have their ordinary and usual meanings except those defined in this section which shall have the meaning set forth below:

A. "Day travel" (~~((shall))~~) means travel outside of the county that exceeds six hours but does not include an overnight stay. Travel outside of the county for six hours or less or travel within the county is not considered day travel.

B. "Emergency" (~~((shall))~~) means the occurrence of unforeseen or exigent circumstances which may result in harm to the public good.

C. "Employee" (~~((shall))~~) means any person who is employed in a career service position, or an exempt position, or a temporary position as defined in K.C.C. chapter 3.12, except persons serving the county without compensation and members of boards and commissions. "Employee" includes all county elected officials.

43 D. "Essential employee" means an employee designated by their department  
44 leadership who provides for and maintains the functions of county essential services.

45 E. "Essential services" means those services stated or implied that are required to  
46 be

47 1. Performed by statute or executive order for the exercise of civil authority, to  
48 maintain the safety, health and well-being of the county population and to sustain the  
49 county's industrial and economic base; or

50 2. Other functions as deemed essential by the heads of county agencies.

51 F. "Federal lodging limit" (~~((shall))~~) means the maximum amount a federal  
52 employee may be reimbursed per day for lodging expenses, excluding applicable taxes, in  
53 the respective host city for travel within the continental United States as published in the  
54 Code of Federal Regulations, 41 CFR (~~((§))~~) Sec.301, App. A, and as hereafter amended.

55 (~~((E-))~~) G. "First responder" means an employee who protects lives, property, and  
56 evidence and who provides for the restoration of order.

57 (~~((F-))~~) H. "Government rates" (~~((shall))~~) means the discounted rates offered to  
58 government employees, in the course of conducting official business, by lodging  
59 establishments, rental car agencies and other providers of services to government  
60 employees.

61 (~~((G-))~~) I. "Moving expenses" (~~((shall))~~) means expenses incurred for transportation  
62 of family and common household possessions, including meals and incidentals per diem,  
63 automobiles and lodging expenses.

64 (~~((H-))~~) J. "Official county business" (~~((shall))~~) means business that relates directly  
65 to a person's work function and benefits the county.

66           ~~((F.))~~ K. "Overnight travel" ~~((shall))~~ means travel outside of the county that  
67 exceeds twelve hours and includes an overnight stay.

68           ~~((J.))~~ L. "Presiding elected official" ~~((shall))~~ means the county executive for the  
69 executive branch departments, agencies and offices except assessments, elections and  
70 public safety; the county assessor for the department of assessments; the director of  
71 elections for the department of elections, the prosecuting attorney for the office of the  
72 prosecuting attorney; the county sheriff for the department of public safety; the chair of  
73 the county council for the legislative branch; and the presiding judges of the superior and  
74 district courts, or the official or officials designated by that branch or unit of county  
75 government.

76           ~~((L.))~~ M. "Unanticipated event" means an event necessitating a response due to a  
77 regulatory requirement or public safety and health situation that does not rise to the level  
78 of a proclaimed emergency.

79           SECTION 2. Ordinance 9206, Section 7, as amended, and K.C.C. 3.24.070 are  
80 each hereby amended to read as follows:

81           Lodging costs actually incurred are reimbursable only as follows:

82           A. Lodging costs will be reimbursed only if a person is in overnight travel status,  
83 except as provided in subsection D. of this section. Government rates must always be  
84 requested. Lodging receipts are required. Lodging costs in the host city may be claimed  
85 from the night before the authorized event starts through the night before it ends, unless  
86 reasonably priced and timely return transportation is not available, thereby necessitating  
87 additional lodging costs.

B. The traveler shall be reimbursed for actual lodging costs incurred for single occupancy, to a maximum of the federal lodging limit for the host city plus taxes. If the lodging receipt indicates a charge for double occupancy and two persons are authorized to travel on behalf of the county, each traveler shall be allowed one-half the double occupancy charge. If one person is not authorized to travel on behalf of the county, the person authorized to travel shall be reimbursed at the single occupancy rate to a maximum of the federal lodging limit.

C. For seminars, conferences or conventions, costs for lodging at the event site may be authorized in excess of the federal lodging limit for the host city under one or more of the following conditions:

1. No alternate lodging is available within a reasonable distance of the event site which is within the federal lodging limit for the host city. The traveler must provide a signed statement of unavailability with the request for reimbursement; ~~((or))~~

2. The authorized means of transportation between the alternate lodging site and the event site would exceed the savings in lodging costs; or

3. The presiding elected official, or his or her designee, has authorized the excess expenditure in writing and in advance for any exigent circumstances ~~((which may))~~ that might exist.

D. First responders and essential employees, who are not in overnight travel status who must work extended hours during certain unanticipated events which is critical to or in response to a regulatory requirement may be provided either lodging paid by the county or reimbursed by the county to the employee, but only if:

110           1. The employee who is provided lodging must remain close to the worksite in  
111 order to respond to the event;

112           2. The event requires that the work being performed is critical or necessary to  
113 meet a regulatory requirement or to respond to a public health and safety situation not  
114 rising to the level of a proclaimed emergency; and

115           3. During the first twenty-four hours, the lodging is approved by the presiding  
116 elected official or designee in writing with a brief description of the event; any extension  
117 beyond the first twenty-four hours is approved in advance and by the presiding elected  
118 official or designee in writing with a brief description of the event.

119           E. The department of finance shall distribute federal lodging limits, as published  
120 in the Code of Federal Regulations, 41 CFR ((§)) Sec. 301, App. A, as rate changes  
121 occur.

122           SECTION 3. Ordinance 12077, Section 9, as amended, and K.C.C. 3.24.080 are  
123 each hereby amended to read as follows:

124           A. ~~((Day and overnight travel status.))~~ For persons traveling on official county  
125 business, meal and incidental expenses are reimbursable at the per diem rates established  
126 by the federal travel regulations for the host city, published annually in the Code of  
127 Federal Regulations, 41 CFR ((§)) Sec. 301, App. A. The per diem rates include fixed  
128 allowances for breakfast, lunch, dinner and incidental expenses, by city. The meal  
129 allowances include tips and gratuities. The incidental rates are calculated to allow for  
130 expenses such as fees and tips to baggage carriers, concierges, hotel staff and laundry.  
131 Reimbursement for incidentals is authorized only for overnight travel. Receipts are not  
132 required((-));



1. For day travel, the fixed allowance per meal, as established by the federal per diem rate, may be claimed if in travel status at the following times: 7:00 a.m. - breakfast, 12 noon - lunch, and 6:00 p.m. - dinner~~((:))~~;

2. For overnight travel, the per diem meal and incidental rate may be claimed. On the first and last days of travel, meals shall be reimbursed at the rates established for day travel, plus incidentals ~~((:))~~; or

3. When the expense of a meal is included in a registration fee, air fare or other county expense, the per diem meal and incidental rate will be reduced by the fixed allowance for the respective meal.

~~B. ((Nontravel status.))~~ 1. Meal expenses incurred while ~~((the))~~ a person is not in travel status are not normally reimbursable, except that meals may be reimbursed or paid directly by the county for official county business purposes as follows:

a. for staff retreats lasting more than four hours in a single day, for either single or multiple days, not to exceed one retreat per quarter per county division or key subordinate unit as defined by K.C.C. 2.16.100; ~~((or))~~

b. when an integral part of a job-related seminar, conference, convention~~((;))~~ or training occurs during the meal, ~~((provided such))~~ but only if the meals are approved in advance, in writing, by the presiding elected official or designee; ~~((or))~~

c. when a meeting subject to the Open Public Meetings Act, chapter ~~((43.20))~~ 42.30 RCW, continues through the times listed in K.C.C. 3.24.080.A.1; ~~((or))~~

d. for events authorized in advance and in writing by a presiding elected official or designee, ~~((provided that))~~ but this authorization shall not be provided in

circumstances that violate ~~((a))~~Article VIII, ~~((s))~~Section 7 of the state Constitution, which prohibits gifts of public funds; or

e. for unanticipated events that do not rise to the level of an emergency proclaimed by the executive, but only if:

(1) the employee who is provided meals is a designated first responder or an essential employee;

(2) the event requires that the work being performed is critical or necessary to meet a regulatory requirement or to respond to a public safety and health situation not rising to a proclaimed emergency; and

(3) during the first twenty-four hours, the meals are approved by the presiding elected official or designee in writing with a brief description of the event; and an extension beyond the first twenty-four hours is approved in advance by the presiding elected official or designee in writing with a brief description of the event.

2. Reimbursable meals incurred while in nontravel status are limited to the fixed meal allowance established by the federal travel regulations for each participant.

C. ~~((Refreshments.))~~ Expenses for refreshments are not normally reimbursable, except that refreshment expenses may be reimbursed when an employee is not in travel status, under the conditions provided for in K.C.C. 3.24.080.B. Additionally, refreshments may be provided to employees by the county, at its option. Refreshment expenses, however, are limited to fifty percent of the fixed lunch meal allowance established by the federal travel regulations for each participant. Any purchase of refreshments that will cost more than fifty dollars in total per function must be approved in advance and in writing by the presiding elected official or designee.

D. ~~((Nonreimbursable meal and refreshment costs.))~~ Meal and refreshment costs are neither reimbursable nor may they be paid by the county as a direct expenditure when:

1. They are included in another county expense, regardless of whether the person partakes in the meal or refreshment; ~~((or))~~

2. They are incurred for recreational or social events such as office parties, going away parties, retirement parties, or other personalized social events; or

3. It would violate the provisions of ~~((a))~~Article VIII, ~~((s))~~Section 7 of the state Constitution, which prohibits a gift of public funds.

E. ~~((Exceptions to the per diem meal rates.))~~ Meal expenses may be incurred at a rate higher than that established by federal regulations when one or more of the following conditions apply:

1. The presiding elected official or designee approves the cost of the meal because a circumstance related to a particular meal results in exceeding the authorized meal rate. A receipt detailing the expense, accompanied by written justification, shall be submitted with the request to exceed the fixed meal allowance; ~~((or))~~

2. The meal expense is incurred on behalf of another agency that reimburses the county for the expense, in which case the expense shall be reimbursed according to the rules specified by the funding agency; or

3. When necessitated by special dietary needs.

F. The ~~((department of))~~ finance and business operations division shall distribute federal meal and incidental rates, as published in the Code of Federal Regulations, 41 CFR ~~((§))~~ Sec. 301, App. A, as rate changes occur.

201            **SECTION 4. Severability.** If any provision of this ordinance or its application to  
202 any person or circumstance is held invalid, the remainder of the ordinance or the  
203 application of the provision to other persons or circumstances is not affected.  
204

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** None

April 12, 2012

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

A committee of employees from across the government worked to identify some potential code changes that would help facilitate safe, emergency response. This legislative packet is a result of the committee's work and would provide for in-County lodging and meals during conditions requiring immediate first response that do not rise to the level of a proclaimed emergency.

Current code provisions provide for employee lodging and meals within the County's border during an emergency proclaimed by the Executive. However, the County is unable to provide lodging or meals to employees required to work extended hours in response to other emergent events which do not rise to the level of a proclaimed emergency.

Under current provisions employees are often placed on standby or paid overtime compensation to remain available for such emergent duty. A code change that would provide for lodging in such situations will likely be a more cost-efficient means to ensure essential staffing needs are met while providing management with required staffing flexibility during such critical events.

Critical events not rising to a proclaimed emergency include additional snow removal at the King County Airport which is required by federal regulations when snow reaches an eighth of an inch in accumulation. Additionally, the County activates its Flood Warning Center when high river water conditions are imminent, thereby permitting continual monitoring of river conditions through round-the-clock staffing.

Often during such events, first responders and essential employees are called upon to work extended hours; sometimes well into the night or days. Other times, they are required to at work during non-scheduled hours with very little notice.

The ordinance supports the King County Strategic Plan goal of service excellence by providing lodging to ensure that first responders and essential employees are available for rapid deployment from locations close to their worksites. In cases where the event results in potentially unsafe commutes, lodging options ensure the safety of employees, the County's most valuable asset, by minimizing their commute and maximizing their rest time between extended work shifts. Providing meals during such events allows the employees to focus their efforts on providing critical public services.

Attached for the King County Council's consideration and approval is a proposed ordinance which would:

1. Amend Ordinance 9206, Sections 1 and 7, as amended, and K.C.C. 3.24.010, as amended, and K.C.C. 3.24.070 and Ordinance 12077, Section 9, as amended and K.C.C. 3.24.080;
2. More efficiently afford agencies the ability to deploy and utilize County employees during unanticipated events or responses to regulatory requirements; and
3. Provide for effective oversight and controls for lodging and meal approvals.

Your consideration and approval is appreciated. If you have any questions, please contact Kerry Delaney Sickles, Human Resources Senior Manager, Human Resources Division, Department of Executive Services, at 206-296-8505.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
ATTN: Michael Woywod, Chief of Staff  
Mark Melroy, Senior Principal Legislative Analyst, BFM Committee  
Anne Noris, Clerk of the Council  
Fred Jarrett, Deputy County Executive, King County Executive Office (KCEO)  
Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, KCEO  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Harold Taniguchi, Director, Department of Transportation  
Christie True, Director, Department of Natural Resources and Parks  
Caroline Whalen, County Administrative Officer, Department of Executive Services (DES)  
Nancy Buonanno Grennan, Director, Human Resources Division (HRD), DES  
Kerry Delaney Sickles, Human Resources Senior Manager, HRD, DES

## FISCAL NOTE

Attachment 3

Ordinance/Motion No. 00-

Title: Employee Food and Lodging for Non-Proclaimed Emergencies

Affected Agency and/or Agencies: Transportation and Natural Resources and Parks

Note Prepared By: Jonathan Larson

Note Reviewed By: T.J. Stutman

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

**Revenue to:**

Fund/Agency	Fund	Revenue	Current Year	1st Year	2nd Year	3rd Year
	Code	Source				
TOTAL						

**Expenditures from:**

Fund/Agency	Fund	Department	Current Year	1st Year	2nd Year	3rd Year
All	Code	All	\$ 42,193.33	\$ 43,459.13	\$ 44,762.91	\$ 46,105.79
TOTAL			\$42,193.33	\$43,459.13	\$44,762.91	\$46,105.79

**Expenditures by Categories**

	Current Year	1st Year	2nd Year	3rd Year
Food	\$31,233	\$32,170.33	\$33,135.44	\$34,129.51
Lodging	\$10,960	\$11,288.80	\$11,627.46	\$11,976.29
TOTAL	\$ 42,193.33	\$ 43,459.13	\$ 44,762.91	\$ 46,105.79

**Assumptions:**

Federal per diem rates for Seattle are \$71 for food (20% breakfast, 30% lunch, 50% dinner) and \$137 for lodging.

Cost per meal is assumed to be the average of breakfast, lunch and dinner; \$24 per meal for per diem meals.

Cost per bulk catered meal is assumed to be \$5 per person.

Cost increases are estimated at 3% annually.

Assumes DNRP and DOT will comprise 60% of total non-emergency food and lodging expenses.

DNRP and DOT responses to estimate responses follow:

DNRP anticipates five two day events per year, affecting 30 employees. DNRP anticipates providing 16 meals per event resulting in a total meal cost of \$1,920, based on per diem rates.

DOT/Roads anticipates two three day events per year, affecting 150 employees. DOT/Roads anticipates providing 450 meals and six nights lodging per event for a total meal cost of \$4,500 based on bulk catering estimates and a total lodging cost of \$1,644 based on per diem rates

DOT/Airport anticipates two two day events per year, affecting 18 employees. DOT/Roads anticipates providing 90 meals and 18 nights lodging per event for a total meal cost of \$4,320 and a total lodging cost of \$4,932 based on per diem estimates.

DOT/Transit anticipates two two day events per year, affecting 200 employees. DOT/Transit anticipates providing four bulk catered meals for employees and no nights lodging per event for a total meal cost of \$8,000 based on bulk catering estimates.

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## Government Accountability, Oversight and Financial Performance Committee

### STAFF REPORT

<b>Agenda Item:</b>	8	<b>Name:</b>	Amy Tsai John Resha
<b>Proposed No.:</b>	2012-0183	<b>Date:</b>	June 6, 2012

**SUBJECT:** A motion accepting a report from the Executive on the projected annual revenue, workload and staffing needs of the real estate services section to provide services to the roads services division from 2012 through 2016, as required by provisos in the 2012 Budget Ordinance.

### **SUMMARY:**

The 2012 Adopted Budget included a \$150,000 proviso for the Real Estate Services section (RES) of the Facilities Management Division, \$100,000 proviso for the Roads Services Division (Roads), and \$50,000 proviso for the Office of Performance, Strategy and Budget requiring the Executive to report by April 30, 2012 on the projected annual revenue, workload and staffing needs of RES to provide services to RSD in 2012 through 2016. The proviso requires that the report be adopted by motion. The report was submitted on time and contains the elements required by the proviso.

The general conclusion of the report is that, as expected, the Roads need for RES services is declining. RES will perform surplus sales services to offset Roads's other declining service needs. This would result in more support of RES by the General Fund next year. RES does not receive administrative costs for surplus sales until the time of sale. The report will be helpful in preparation for the 2013 budget session.

### **BACKGROUND:**

#### Real Estate Services

Real Estate Services (RES) is a section of the Facilities Management Division. It manages the county's property assets. The county owns approximately 4,000 parcels of land with an assessed value of \$7.3 billion.

In addition to an Administration group, RES has three main units, which are Acquisition, Permitting/Franchising, and Leasing/Sales. The main duties of each of the units are as follows:

- Acquisition Unit (8 staff)
  - Property acquisitions by the county (appraisal, negotiation, drafting packages)
  - Condemnations on rare occasion
  - Appraisal services for acquisition and leasing
  - Negotiating rights of entry with property owners
  - Assisting owners with relocations after county acquisition of their property
- Permitting/Franchising (5 staff)
  - Franchises, approving utility lines on county rights of way
  - Right of way construction permits
  - Easements on county lands
  - Special use and vehicle permits, including overlegal hauling and temporary private or community activities
- Leasing/Sales (7 staff)
  - Leasing of county property to others
  - Leasing of private properties to the county
  - Surplus sales
  - Managing tax title properties
  - National Pollutant Discharge Elimination System (NPDES) surface water program inspection and reporting
- Administration (3 staff)
  - Section Manager
  - Business, finance, accounting
  - Space planning and supporting long-term lease fund
  - Capital projects financial analysis (currently vacant)
  - Communications for DES and FMD

## Roads

The principal revenue source for the Roads Services Division is a property tax. From 2009 to 2012, the property subject to this tax has fallen by 37%, from \$52.5 billion to \$33.1 billion. This is due to annexations and lower property valuations.

In response to shrinking revenues, Roads has reduced both its services and its Capital Improvement Program (CIP). The 2012-2017 Roads CIP is approximately \$241 million, a 42% decline from the 2010-2015 Roads CIP of \$414 million. The Roads CIP appropriation for the 2012 to 2013 biennium is \$92 million (\$31 million in 2012 and \$60 million in 2013). Barring a new revenue source this trend is likely to continue into the future.

## RES Activities Related to Roads

The three main support activities provided by RES to Roads includes 1) Roads CIP support performed by the Acquisition Unit, including acquisition of right of way and easements to support Roads CIP projects, operating sites, and emergency projects, 2) sale of Roads surplus property with some new work to be performed by Acquisition Unit staff, and 3) permitting performed by the Permitting Unit related to Roads, such as processing utility permits for work in King County rights of way. Because permitting work is revenue-backed by permit fees and not billed to Roads, the activities of the Permitting Unit are not a focus of the proviso response.

## Last Year's 2011 Proviso

In light of RSD's budgetary outlook, the Council in the 2011 budget required a report from RES on the impact of the Roads service needs on RES's workload and staffing needs for 2011 through 2015. RES submitted the report in March of 2011.

The work unit most impacted by the Roads CIP budget is the Acquisitions group. The 2011 RES report expected to offset the decline in Roads activity with an increase in activity for other services, for example assisting with major real estate projects such as the proposed sale of Summit Pit, contract parcel acquisition work marketed to other jurisdictions, annexation support work, and beginning in 2012, assistance with reducing backlog in the Permitting/Franchising unit.

In the 2012 Adopted Budget, RES staffing was reduced from 26 FTE to 23. The three reductions were in Administration.

## 2012 Proviso

In the 2012 Adopted Budget, provisos were included that required new reporting on the impact of the Roads budget on RES staffing, workload, and revenue.

The provisos state:

*The report, which must be jointly prepared by the real estate services section ("RES"), the office of performance, strategy and budget ("PSB") and the roads services division ("RSD"), shall be on services to be provided to the RSD by RES. The report shall include the projected annual revenue, workload and staffing needs of RES to provide services to RSD in 2012 through 2016.*

*Representatives from RES, PSB and RSD must, in consultation with council staff, develop a template for reporting the projections. The report shall include, but not be limited to, the following:*

*A. The projected revenues to be received by RES from RSD for each year from 2012 through 2016;*

*B. A description of the specific types of services RES anticipates providing RSD in each year. The description should include a quantitative analysis of the services by: 1) identifying the staff performing the services by group, which are administration, acquisitions, permits and leasing; 2) position title; 3) hours billed to RSD per staff position; and 4) the percentage of the amount of hours billed to RSD to the overall projected hours to be billed for each staff person;*

*C. An analysis of the number of RES full time employees, by staff position title, necessary to provide the anticipated services to RSD and the expected revenue from RSD for each year;*

*D. A detailed description of RSD projects anticipated in each year, including the number of projects, type of project, project name if known and the anticipated revenue for the services RES renders to each project; and*

*E. A detailed description of all other anticipated projects that are not RSD related projects. These other projects shall be reported by year, including: 1) the number of projects; 2) the type of project; 3) the RES group that will perform the service; 4) the project name if known; 5) the user or customer; and 6) the expected revenues RES expects to receive for services rendered to each project.*

*The executive must transmit the motion and report required to be transmitted by this proviso by April 30, 2012, in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the government accountability and oversight committee or its successor.*

The provisos have three procedural requirements:

- Must be jointly prepared by Real Estate Services, Office of Performance, Strategy and Budget, and the Roads Services Division
- Develop a template in consultation with Council staff for reporting projections
- Transmit a report and motion by April 30, 2012

The report must contain the following elements:

- Projected RES Revenue for 2012 to 2016, including Roads-billed services, Roads non-billed services, and non-Roads services
- Projected RES Workload for 2012 to 2016 services by project, including Roads and non-Roads projects
- Projected RES Staffing for 2012 to 2016 Roads services, by group and by hours billed per staff

## **ANALYSIS:**

The proviso response complied with the procedural requirements of the proviso. The proviso was prepared by RES in consultation with PSB, Roads, and Council staff. The report was transmitted on April 30, 2012 by the proviso deadline.

### **Report Requirements**

The provisos ask for RES workload, staffing, and revenue details. Details are presented in Appendix A to the report, using a template developed in consultation with Council staff.

Appendix A meets the required components of the provisos, as described in the report beginning on Page 27. Elements required by the provisos and produced in Appendix A to the report include the following:

- 2012-2016 revenues from billing Roads CIP
- Services provided for Roads CIP, including position titles and billable hours
- Roads projects that account for the 2012-2016 Roads CIP revenues to RES
- All other non-Roads projects with anticipated hours for 2012-2016, including activities supported by the General Fund.

It would be reasonable for the Council to approve the motion accepting the report. The remainder of this staff report discusses the content of the report.

### **Declining Demand for Acquisition Unit Services**

Roads CIP work performed by the RES Acquisition Unit is expected to decline significantly, as shown in the tables below. This projected decrease and its impact on Acquisitions Unit workload and staffing is the main focus of the report.

**Table 1. Actual Roads CIP Work (2008-2011)**

	2008	2009	2010	2011
Roads CIP revenue	\$628,122	\$962,056	\$628,500	\$477,455
Difference from previous year		\$333,934	(\$333,556)	(\$151,045)

**Table 2. Projected Roads CIP Work (2012-2016)**

	2012	2013	2014	2015	2016
Budgeted Roads CIP revenue	\$650,000				
Projected Roads CIP revenue	\$357,750	\$325,000	\$230,000	\$225,000	\$105,000
Difference from previous year	(\$119,705)	(\$32,750)	(\$95,000)	(\$5,000)	(\$120,000)
Acquisition Unit FTEs	1.93	1.76	1.2	1.2	0.6
Budgeted FTEs	3.40				

The 2012 budgeted revenue for Roads CIP work was \$640,000. The projected 2012 revenue is \$357,750, down by 44%. For the adopted 2012 RES budget, the Acquisition Unit had 3.4 FTEs allocated to support the Roads CIP work. The new forecast calls for 1.93 FTEs in 2012, a decrease in workload of about 1.5 FTEs.

RES reports other declines in workload for the Acquisition Unit for 2012 as well, including reductions of 1.0 FTE for acquisition and relocation work under a Maple Valley contract and 1.3 FTE for other county agency billable work.

2012 Billable Hour Workload Reductions (3.8 FTE):

- 1.5 FTE – Roads CIP
- 1.0 FTE – Maple Valley contract
- 1.3 FTE – Other KC agencies

In 2012, staff who were budgeted to work on those projects will be reassigned to new work initiatives (described below). However, work on those new initiatives is projected to decrease by 1.6 FTE in 2013 and by 0.4 FTE in 2014. **The Facilities Management Division plans to recommend eliminating one real property agent position from the Acquisitions Unit and one supervisory position in 2013, and a second real property agent position in 2014.**

New Work Initiatives

New work initiatives would be supported by the General Fund, at least initially. In some situations, there can be cost recovery. For instance, RES receives payment for surplus sales work at the time of sale. At the outset, however, the new initiatives represent an estimated \$675,000 in staff costs in 2012 and \$375,000 in 2013. The main ones (3.67 FTE in 2012) are identified below.

*Eastside Rail Corridor (0.5 FTE)*

There is a new, on-going body of work related to management of special use permits for private and public uses of the County's planned acquisition of the Eastside Rail Corridor Trail. A supplemental request is expected in June of this year.

*Environmental Initiatives (0.5 FTE)*

There are two new bodies of work related to environmental initiatives. One involves coordinating the Water and Land Resource Division's water quality inspections of all tax title properties due to National Pollution Discharge Elimination System (NPDES) permitting requirements. The second project relates to property title research for an EPA project for cleanup of county-owned property in the Duwamish Basin. A supplemental request is expected later this year.

### *Surplus Sales and Annexation (2.7 FTE)*

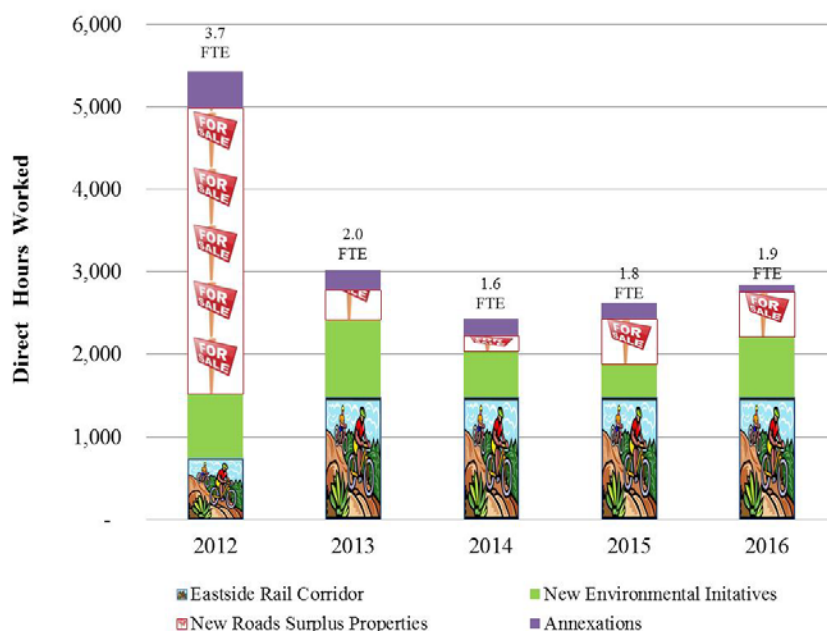
In 2012, RES plans to make up much of the workload shortfall with time spent expediting the surplussing of Roads properties. This has the positive effect of clearing out properties that Roads does not need and generating revenue for both Roads and RES.

There are 138 properties identified as potential Roads surplus. They cover 758 acres and have a total assessed value of \$31 million. Any costs recovered from surplus sales would reduce the cost to the General Fund for these activities. However, RES does not have sufficient information at this time to estimate 2012 to 2016 surplus sales revenue.

RES estimates a total workload of 9.8 FTE over five years to sell these properties. For 2012, this includes 2.2 FTE that has already been expended on an existing marketing plan, 2.3 FTE for expediting the sale marketing program, and 0.4 in annexation-related activities<sup>1</sup> (inventorying county interests and title reports within proposed annexation areas for property transfers and arranging for the property transfers). The remaining 4.9 FTE body of work will be spread out over the next few years.

Below is a graph provided by Executive staff showing the projected workload from 2012 to 2016 for the new initiatives.

**Figure 1. RES 2012-2016 new workload.**



<sup>1</sup> The next annexation under Interlocal Agreement is in Bothell aiming at an effective date of 12-31-2012 and has 16 RES controlled parcels. Subsequently, the North Highline Area Y (Burien) annexation is in progress and will likely have an August 2012 election and an April 1st, 2013 effective date, if approved by the voters.

## Conclusion

RES work for the Roads CIP is declining, as is additional Acquisition Unit work in other sectors. In 2012, Acquisition staff will be repurposed to assist with new work initiatives including selling new Roads surplus properties and helping with annexations, Eastside Rail Corridor permit work, and new environmental initiatives.

In the long run, however, the new initiative work will also decline. As a result, the Acquisitions Unit and RES are facing likely FTE reductions of 2.0 FTE in 2013 and 1.0 FTE in 2014.

## **REASONABLENESS:**

The proviso response included all elements required by the provisos. It has provided information that will be useful for the RES budget during the 2013 budget process. It would be reasonable for the Council to approve the motion accepting the report. Doing so would allow Real Estate Services, the Roads Services Division, and the Office of Performance, Strategy and Budget to access the appropriation authority held by this proviso from the 2012 budget (\$150,000, \$100,000, and \$50,000, respectively).

## **INVITED:**

- Steve Salyer, Manager, Real Estate Services Section, FMD
- Kathy Brown, Director, Facilities Management Division (FMD)
- Dwight Dively, Director, Office of Performance, Strategy & Budget
- Harold Taniguchi, Division Director, Roads Services Division

## **ATTACHMENTS:**

1. Proposed Motion 2012-0183
2. Transmittal Letter dated April 30, 2012





# KING COUNTY

Attachment 1

## Signature Report

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

June 4, 2012

### Motion

**Proposed No.** 2012-0183.1

**Sponsors** Ferguson

1 A MOTION accepting the executive response to the 2012  
2 Budget Ordinance, Ordinance 17232, Section 20, Proviso  
3 P3, Section 28, Proviso P1, and Section 121, Proviso P2,  
4 departments of executive services and transportation in  
5 compliance with Ordinance 17232; and authorizing the  
6 release of \$50,000 for office of performance strategy and  
7 budget; authorizing the release of \$150,000 for real estate  
8 services and; authorizing the release of \$100,000 for roads,  
9 all which are currently held in reserve.

10 WHEREAS, the 2012 Budget Ordinance, Ordinance 17232 contains a proviso in  
11 Section 20, general fund, stating \$50,000 may not be expended or encumbered until the  
12 executive transmits a report and a motion that acknowledges receipt of the report and said  
13 motion is adopted by council, and

14 WHEREAS, the 2012 Budget Ordinance, Ordinance 17232, contains a proviso in  
15 Section 28, federal gund, stating \$150,000 may not be expended or encumbered until the  
16 executive transmits a report and a motion that acknowledges receipt of the report and  
17 references the proviso's ordinance, section and number and the motion is adopted by  
18 council, and

19           WHEREAS, the 2012 Budget Ordinance, Ordinance 17232, contains a proviso in  
20   Section 121, road fund, stating \$100,000 may not be expended or encumbered until the  
21   executive transmits a report and a motion that acknowledges receipt of the report and  
22   references the proviso's ordinance, section and number and the motion is adopted by the  
23   council.

24           WHEREAS, the King County executive has transmitted to the King County  
25   council the requested report, and

26           WHEREAS, the King County council has reviewed the report jointly developed  
27   by real estate services, performance, strategy and budget and road services division;

28           NOW, THEREFORE, BE IT MOVED by the Council of King County:

29           The proviso response is hereby accepted and the \$50,000 currently held in reserve  
30   in Ordinance 17232, Section 20, Proviso P3, general fund, the \$150,000 currently held in  
31   reserve in Ordinance 17232, Section 28, Proviso P1, general fund, and the \$100,000

32 currently held in reserve in Ordinance 17232, Section 121, Proviso P2, road fund, are  
33 hereby released.

34

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

---

Dow Constantine, County Executive

**Attachments:** A. Real Estate Services Support for the Road Service Division Proviso Response

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Real Estate Services  
Support for the Road Services Division  
Proviso Response

**Ordinance 17232**  
**King County 2012 Budget**  
**Section 20 — Proviso 3**  
**Section 28 — Proviso 1**  
**Section 121 — Proviso 2**

# 2012 Proviso Response: Real Estate Services Support for the Road Services Division

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## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

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### I. Executive Summary

In light of reduced county services, a shrinking workforce, and challenging economic conditions, management of the County's real estate is particularly critical. As services and staffing are reduced and work locations are consolidated, King County needs to strategically plan for the consolidation of functions and sale of surplus properties. The focus on reduction/consolidation over the past two years for General Government properties and buildings has generated significant transactional work to maximize utilization and value of the County's portfolio of owned and leased assets. The focus has now shifted to the Road Services Division properties, given the current status of the Road Fund.

Recognizing the importance of portfolio management and the reduction in Road Services revenues and services, the King County Council placed provisos on the 2012 Budget appropriations for the Road Services Division (RSD), the Facilities Management Division (FMD), and the Office of Performance, Strategy and Budget (PSB), focusing specifically on the Real Estate Services (RES) work program for the RSD, particularly RES activities associated with the Roads Capital Improvement Program (CIP). The 2012 Budget proviso follows a 2011 Budget proviso that was more general in nature. This report due to the Council on April 30, 2012 details the projected annual revenue, workload and staffing needs of RES to provide services to RSD in 2012 through 2016.

### King County Strategic Plan 2010 – 2014

During these very difficult times the King County Strategic Plan provides the necessary guidance to address changes in customer needs, workload and priorities. King County Goals have been established which directly guide this effort:

- Goal: Establish a culture of customer service and deliver services that are responsive to community needs
  - Objective 2: Build a culture of performance and improve the effectiveness and efficiency of county programs, services and systems
  - Strategy d: Provide cost-effective, accountable, and responsive internal services
  
- Goal: Exercise sound financial management and build King County's long-term fiscal strength
  - Objective 2: Plan for the long-term sustainability of county services
  - Strategy a: Manage the county's assets and capital investments in a way that maximizes their productivity and value
  
- Goal: Develop and empower King County government's most valuable asset, our employees.
  - Objective 3: Utilize employees in an efficient, effective and productive manner
  - Strategy a: Seek employee collaboration on cost reduction, service improvement, and problem solving

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

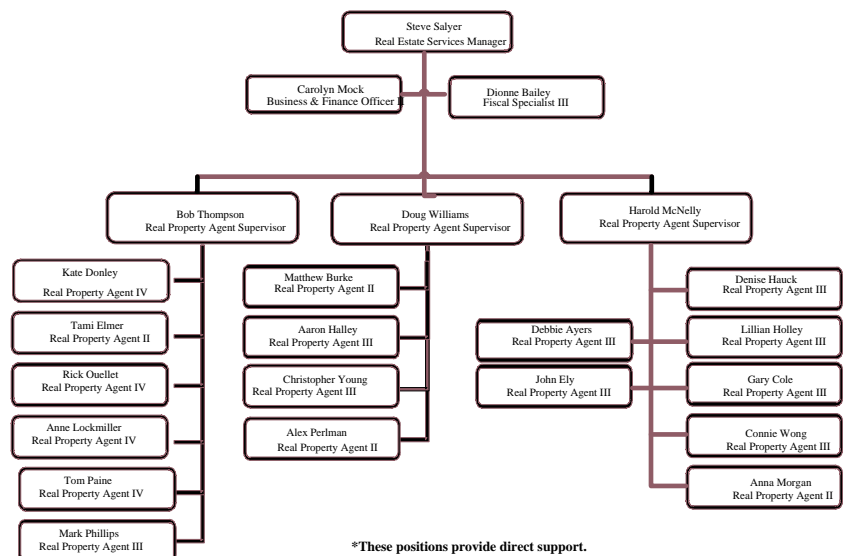
### FMD: Real Estate Services

FMD (acting under the supervision of the County Administrative Officer) is generally the sole organization responsible for the full range of administrative process in acquiring, disposing, inventorying, leasing and managing real property. The Department of Natural Resources and Parks (DNRP), and the Department of Transportation (DOT), also have some limited authority with regard to property management.

The principal aim of the FMD's RES Section is to ensure that: 1) the opportunity cost of financial resources tied up in land and buildings is minimized, and 2) the capital and revenue expended on the County's real estate portfolio are efficiently and effectively directed to provide the greatest value to the County's business strategies and service delivery requirements.

**Figure 1 FMD Real Estate Services Organization Chart**

RES is composed of three units with 23 budgeted full time equivalent (FTE) positions: the Acquisition Unit, the Permitting and Franchising Unit, and the Leasing/Sales Unit. There is also an administrative group that reports to the RES manager and indirectly to the finance manager. Although RES is organized into three units, accomplishing complex real estate matters often requires a blurring of organizational lines to provide the array of coordinated services required.



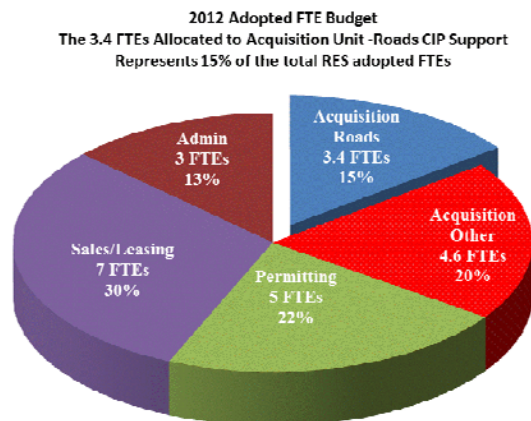
Real Estate Services provides several support activities for the RSD; 1) property and right of way acquisition to RSD and other county agencies with RES billable hours charged to the agency receiving the service; 2) the sale of RSD properties determined to be surplus to RSD needs with the appraisal and sale marketing costs funded by the General Fund and with costs subsequently deducted from property sale proceeds and returned to the General Fund; 3) Permitting Unit work for RSD properties and right of way (ROW) performed without charge to the Road Fund; and 4) negotiation of franchise agreements providing for the use of county ROW by utilities. These last two services are funded through permit and franchise fees and are provided without charge to RSD.



## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

### RES Support for the RSD CIP

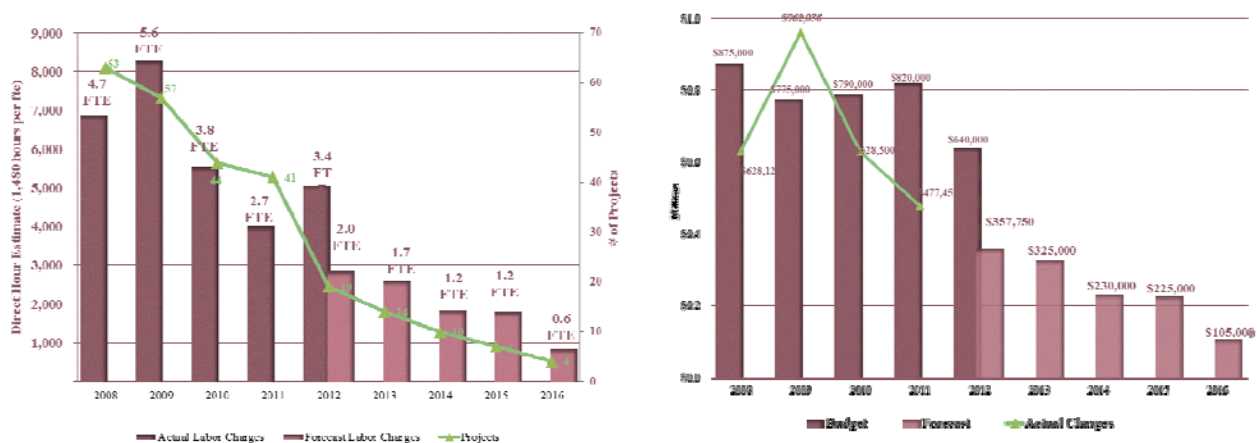
The RES Acquisition Unit provides specialized real estate services to the RSD. Specific types of services include the acquisition of right of way and easements necessary to support RSD capital improvement projects (CIP), operating sites (shops, gravel pits), and emergency projects (floods, slides) that require additional permanent or temporary property rights. RSD is charged for these services with the rate calculated to recover both the direct costs and benefits as well as related administrative support work costs. For the adopted 2012 RES budget of 23 FTEs, the Acquisition Unit has allocated 3.4 FTEs to support the Roads CIP. This represents 15% of the total RES adopted FTEs.



Because of a significant structural funding gap in the Road Fund, RSD has reduced both their services and their CIP. The 2012-2017 Roads CIP is approximately \$242 million including an appropriation of \$92 million for 2012 and 2013. The \$242 million represents a 42% reduction in the prior 2010-2015 CIP.

For the RES Section the reduced Roads CIP continues the downward trend in needed staffing support for the Roads CIP. Based on discussions with RSD staff in March 2012, there will be 19 CIP projects requiring RES support in 2012. For the next five years, the number of RES FTEs providing support to the RSD CIP will drop from 2.0 FTEs in 2012 to 0.6 FTEs in 2016. Billable charges range from a revised 2012 forecast of \$357,750 to a low of \$105,000 in 2016.

**Figure 2 Acquisition Unit Actual and Forecasted Hours/Charges to the Roads CIP**



## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

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### **Support for the Sale of RSD Surplus Property**

RSD staff has identified 214 properties for which they serve as custodian. Of those, 76 properties must be retained by the RSD as the properties serve current needs whether as a facility related to a roadway, or an operating site such as a maintenance facility. There are 138 properties that are or will be declared surplus to RSD needs. A detailed listing of the Road Services Division custodial properties is provided in Appendix B.

Once a property is surplussed by a custodial department, the King County Code Section 4.56 details the process FMD must follow to dispose of properties surplus to county needs. While there are some exceptions provided for in the Code, the typical process has limitations and restrictions and involves multiple and complex steps:

- Notifying other King County departments/entities of the proposed surplus property to see if there are other county uses for the subject property; (KCC 4.56.70)
- Working with King County Department of Community and Human Services and other entities to determine if surplus properties are viable for affordable housing; (KCC 4.56.70)
- Coordinating with the FMD Acquisition unit, which provides appraisal and valuation services for surplus sales;
- Marketing surplus properties;
- Negotiating purchase and sale agreements;
- Drafting legislative packages for property sales greater than \$9,999 (transmittal letters, ordinances, cost data, fiscal notes, purchase and sale agreements and attendant legal documents); (KCC 4.56.80) and
- Facilitating Prosecuting Attorney Office, Executive, and Council review of proposed transactions and legislative packages.

FMD staff has developed generic workload estimates for the disposal of surplus properties. To dispose of a property for sale requires from 112 hours to 182 hours or more. It is important to be mindful that the hours presented are for a typical or average property sale. Should the property have site limitations or use restrictions or other development or marketing limitations, the workload impact can be much greater. FMD staff has developed an initial workload estimate for the properties to be surplussed by RSD. The total workload is estimated at 9.8 FTEs. Please note that the workload represented by the estimated 9.8 FTEs can be performed over a number of years depending on the urgency and market interest. The plan for 2012 will be to market a significant portion of the Roads properties, using 2 of the 3.7 FTEs affected by the projected revenue shortfall.

### **Expediting Sale Marketing of Surplus Properties**

With the identification of a significant new inventory of surplus RSD property, King County finds itself in a situation similar to many corporate real estate portfolios. Reduced business operations have decreased the need for additional real estate assets and necessitated downsizing the existing real estate portfolio. Unfortunately, the challenge of this situation is intensified by

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

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the current economic downturn and its negative impact on the demand side of the real estate market. King County must increase both the volume and efficiency of its sale marketing program to effectively compete with market competition during a period of reduced demand. Faced with the same disposition challenges as private portfolios, following are several basic real estate stratagems for expediting effectiveness:

- Expand and accelerate the sale marketing program by increasing resources, applying innovative techniques, improving quality and ensuring good communication with the potential buyer pool;
- Establish aggressive pricing consistently and continually applied to compete with available real estate alternatives; and
- Expedite the documentation and sale approval process to remove obstacles to closing sales.

Real Estate Services will be recommending and preparing the necessary legislation enabling sale processes which would make the sale of surplus properties more competitive within the market for competing properties. The recommendations to reduce administrative costs and streamline the sale process include:

- Raising the current \$9,999 threshold for Council approval.
- Allowing advance sale approval by the Council of smaller portfolios of similar properties subject to obtaining sale prices no less than 90% of appraised fair market value.
- Bundling of similar sales into one legislative transmittal package

### **Real Estate Services Staffing Plan**

With the significant reductions in Road Fund revenues and the dramatic reductions in the CIP, RES workload billable to the Roads CIP has declined and will continue to decline through 2016. This decline in workload as well as recently identified new work has triggered a review of the RES organization, staffing levels and future workload.

The King County Strategic Plan emphasizes the importance of customer service excellence, financial stewardship and a quality workforce. In the long-term as the RES workload declines, to provide cost-effective service to King County residents and to King County agencies, the RES organization must become more streamlined and more flexible. In the near term, the RES organization will focus on disposing of Roads surplus property to generate needed revenue for the Road Fund. The organization will also absorb a portion of the work generated by the Eastside Rail Corridor project. And to address this new workload, responsibility areas and workload assignments will change. Because of the long term decline in workload, staffing levels will change as well. These organizational and staffing changes will be challenging, but must happen in order to meet the needs of our customers and the goals established in the King County Strategic Plan.

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

### RES Existing Workload Forecast

Over the last few years the reduction in billable hours to the RSD CIP has largely been offset by one-time contract work performed for the City of Maple Valley. Additional billable work was performed for other county agencies with hours charged to “RPD<sup>1</sup> Projects” – projects in support of the Leasing Unit and for other entities where the Acquisition Unit’s advice and expertise was needed. This one time work is expected to be significantly reduced in 2012. Based on an updated 2012 Acquisition Unit workload forecast, the revenue backed workload is reduced by approximately 3.7 FTEs – associated with the Roads CIP and the elimination of most of the one-time work.

As shown in Figure 3 while the workload for the Leasing/Sales and Permitting Units remains relatively stable, the existing workload for the RES organization will decline through 2016.<sup>2</sup>

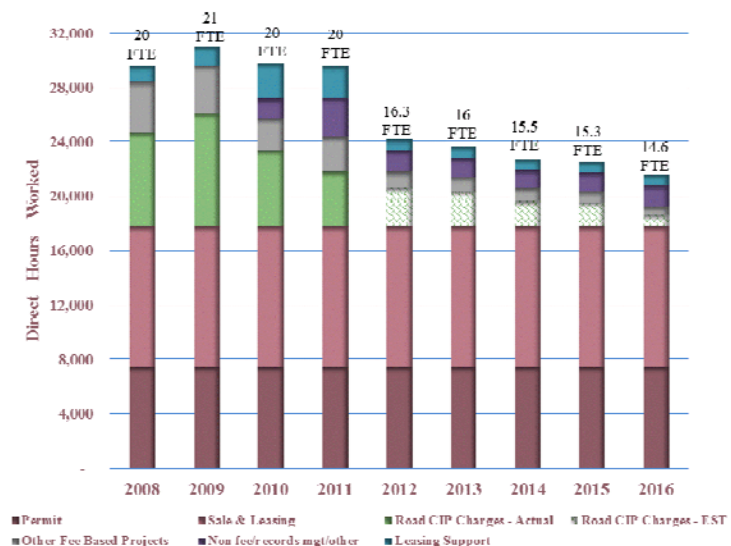
### New 2012 Workload

At the same time as the RSD CIP work is decreasing, RES workload in other areas is on the increase. The RES FTE staffing reduction discussed in the previous section has been repurposed for new workload in 2012. The following initiatives make up the new workload.

Roads Surplus Properties: As noted previously Roads has recently identified 138 properties surplus to their needs or that may to be transferred to cities because of annexations. RES has responded to the increased sale marketing emphasis by dedicating 1 staff person to work almost solely with Roads staff to sell approximately 33 properties currently identified by Roads as surplus. Given the importance of generating revenue for the Road Fund, FMD is assigning work associated with the additional 105 new surplus properties to staff in the Acquisition Unit.

Eastside Rail Corridor: The County’s planned acquisition of the Eastside Rail Corridor (ERC) Trail from the Port of Seattle includes responsibility for managing the existing and future portfolio of Special Use Permits (SUP) which provide for private and public uses of this new

**Figure 3 RES Workload Impact of Roads CIP and Other Reductions**



<sup>1</sup> Real Property Division

<sup>2</sup> The Manager and 2 administrative staff in the Administration Unit are not shown. Calculations assumes 1,480 direct hours per FTE.

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

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county property. This new SUP portfolio represents a permanent, on-going county responsibility.

Environmental Programs/Initiatives: There are two environmental initiatives which must be addressed. First, the National Pollution Discharge Elimination System (NPDES) permitting requirement will involve coordination of Water & Land Resource Section's water quality inspections of all tax title properties. Second, the EPA 104E project involves all King County owned property in the Duwamish Basin, and is related to contaminants in the soils which migrate to the river. The initial phase of the project was to provide EPA with ownership documentation. Work continues related to a cleanup proposal and the allocation of responsibility to King County for contamination in the past.

Annexations: These properties are either now located within a city boundary or will be when proposed annexations occur and must be transferred to cities.

### **2012 -2013 RES Staffing Plan**

The Executive has developed a workload staffing plan for RES that meets the service needs of RSD, and, most importantly, will maximize revenues to the Road Fund through the sale of surplus properties. Under this plan RES will move forward with the new work in 2012 with no net change in staffing levels. Existing staffing budgeted in 2012 to work on the Roads CIP will be reassigned to new work described above. The General Fund will cover the cost of the new work; however the administrative costs associated with the marketing and sale of the surplus properties will be recovered from the property sale proceeds. With the long term decline in RES workload, there will be a gradual reduction in staffing. Based on the available information, FMD will recommend in the 2013 budget process eliminating a real property agent position and a second real property agent position in 2014. As the RES organization downsizes, to address supervisory span of control issues, a reorganization will be implemented in 2013 reducing the number of units from 3 to 2. As a result, a supervisor position will also be eliminated in 2013.

As part of the 2013 budget process FMD staff will develop and recommend a real estate portfolio management plan over a five-year horizon detailing the gradual reduction in staffing; unit responsibilities and workload assignments and any training required. The plan will recognize the immediate shift from land acquisition for Roads CIP projects, to the marketing and sale of Roads surplus properties. The plan will also take into consideration changes in the non-Roads portions of the RES Work Program, such as the planned acquisition of the Eastside Rail Corridor, anticipated non-Roads surplus sales, and relatively new environmental programs.



## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

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### II. Introduction

The Facilities Management Division (FMD) of the Department of Executive Services (DES) has three major lines of business: 1) management of King County's real estate portfolio, 2) maintenance and operations of King County general government buildings, and 3) the Capital Improvement Program (CIP) for general government properties. Each of the major business lines is managed by an individual section within FMD. While the 2011 Proviso response focused on the five-year outlook for the Real Estate Services Section (RES), the 2012 Proviso response focuses primarily on RES services provided to the Road Services Division.

In light of reduced county services, a shrinking workforce, and challenging economic conditions, management of the County's real estate is particularly critical. As services and staffing are reduced and work locations are consolidated, King County needs to strategically plan for the consolidation of functions and surplus sale of properties. A prime example of this concept was last year's initiative to consolidate King County Sheriff's Office functions and surplus the Kenmore and Maple Valley Precincts. Similarly, District Court functions are being consolidated into the Maleng Regional Justice Center, allowing for the surplus sale of the Aukeen Courthouse to the City of Kent. Another example of consolidation and surplus strategy is the Near-Term Move initiative, which has consolidated office space to the point where two significant office buildings (the Black River Building and the Yesler Building) will be poised for surplus sale or lease when the market provides an opportunity for an advantageous transaction.

The focus of reduction/consolidation over the past two years has been on General Government properties and buildings. With the significant reductions in revenues to the Road Fund, and corresponding reductions in service, it is clear that a strategic plan for consolidation and property sales is needed for the Road Services Division. Both the Executive and Council have recognized this fact, and the two branches are working together to forge a long-term facility master plan for the Road Services Division.

Recognizing the importance of portfolio management and the reduction in Road Services revenues and services, the King County Council placed provisos on the 2012 Budget appropriations for the Road Services Division (RSD), the Facilities Management Division (FMD), and the Office of Performance, Strategy and Budget (PSB), focusing specifically on the RES work program for the Road Services Division, particularly RES activities associated with the Roads Capital Improvement Program (CIP). The 2012 Budget proviso followed a 2011 Budget proviso that was more general in nature.

This proviso response initially summarizes the 2012 proviso and responsibilities and organization of the RES in order to provide the necessary context. A description and forecast of the RES support activities provided to the RSD is provided. The response concludes with a staffing plan for RES.

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

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### III. Background

This Chapter describes the 2012 budget provisos calling for a report detailing the services provided by FMD RES to the RSD; and also describes the King County Code defined responsibilities and the RES organizational structure.

#### 2012 Budget Proviso

This report fulfills requirements set forth in three provisos in Ordinance 17232 adopting the King County 2012 Budget: Section 20, Proviso #3; Section 28 Proviso #1; and Section 121 Proviso #2. All three provisos require a single report jointly prepared by the FMD Real Estate Services (RES) Section, the Office of Performance, Strategy and Budget (PSB) and the Road Services Division (RSD). The report is due to the Council on April 30, 2012 and must detail the projected annual revenue, workload and staffing needs of RES to provide services to RSD in 2012 through 2016. The proviso places a \$50,000 expenditure restriction on the PSB appropriation, a \$150,000 expenditure restriction on the RES appropriation and a \$100,000 expenditure restriction on the Roads appropriation until the proviso requirements are fulfilled. The FMD Proviso which is similar to the other two provisos, is as follows:

#### *Section 28 Proviso #1*

Of this appropriation, \$150,000 may not be expended or encumbered until the executive transmits a report and a motion that acknowledges receipt of the report and references the proviso's ordinance, section and number and the motion is adopted by the council. The report, which must be jointly prepared by the real estate services section ("RES"), the office of performance, strategy and budget ("PSB") and the roads services division ("RSD"), shall be on services to be provided to the RSD by RES. The report shall include the projected annual revenue, workload and staffing needs of RES to provide services to RSD in 2012 through 2016.

Representatives from RES, PSB and RSD must, in consultation with council staff, develop a template for reporting the projections. The report shall include, but not be limited to, the following:

- A. The projected revenues to be received by RES from RSD for each year from 2012 through 2016;
- B. A description of the specific types of services RES anticipates providing RSD in each year. The description should include a quantitative analysis of the services by: 1) identifying the staff performing the services by group, which are administration, acquisitions, permits and leasing; 2) position title; 3) hours billed to RSD per staff position; and 4) the percentage of the amount of hours billed to RSD to the overall projected hours to be billed for each staff person;
- C. An analysis of the number of RES full time employees, by staff position title, necessary to provide the anticipated services to RSD and the expected revenue from RSD for each year;
- D. A detailed description of RSD projects anticipated in each year, including the

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

### *Section 28 Proviso #1*

- E. number of projects, type of project, project name if known and the anticipated revenue for the services RES renders to each project; and A detailed description of all other anticipated projects that are not RSD related projects. These other projects shall be reported by year, including: 1) the number of projects; 2) the type of project; 3) the RES group that will perform the service; 4) the project name if known; 5) the user or customer; and 6) the expected revenues RES expects to receive for services rendered to each project.

The executive must transmit the motion and report required to be transmitted by this proviso by April 30, 2012, in the form of a paper original and an electronic copy with the clerk of the council.

The proviso specifies that representatives from RES, PSB and RSD must, in consultation with council staff, develop a template for reporting the projections. A meeting was held with Council staff on March 28, 2012, to confirm the needed template. The template developed during the meeting, complete with the requested data, is contained in Appendix A to this report.

### **FMD Real Estate Services Section Responsibilities**

FMD (acting under the supervision of the County Administrative Officer) is generally the sole organization responsible for the full range of administrative process in acquiring, disposing, inventorying, leasing and managing real property. The Department of Natural Resources and Parks (DNRP), and the Department of Transportation (DOT), have some limited authority with regard to property management as follows:

- Former “Metro” agencies have authority to acquire property for transit and water quality purposes. These agencies also have very narrow and limited authority to negotiate and manage leases for concessions.
- DNRP has authority to acquire open space, trail, park, agriculture and other natural resource real properties.

As of January 1, 2011, it is estimated that the County owns approximately 4,000 parcels of land with an assessed value of \$2 billion. Figure 4 displays the assessed value of this property by custodial agency. “Custodial Agency” is a term that applies to the King County entity whose fund acquired the property. FMD/RES is the “Custodial Agency” for all General Fund property. RES has overarching responsibilities for all county-owned and leased properties, regardless of who is the designated custodial agency. RSD currently has custodial responsibility for 214 properties with an assessed value of \$69 million<sup>3</sup>. Of these, 33 properties have recently been officially identified as surplus to their needs.

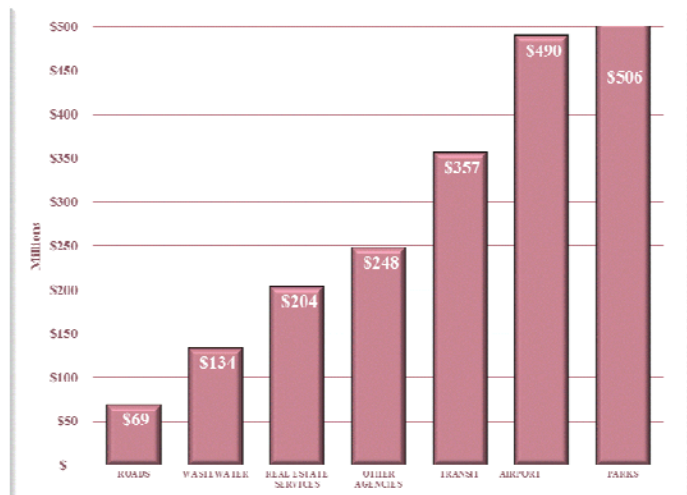
<sup>3</sup> Summit Pit is not included in the assessed value.



## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

RES duties align in three general types of business services: 1) administrative management of all real property owned or leased by the County; 2) transaction management for acquisition and disposition of both fee-owned and leased property; and 3) administration of permits, franchises and easements providing for various uses of county fee-owned properties and right-of-way (ROW). As the County's property manager, RES is exclusively responsible for all administrative processes related to property management, i.e., maintaining the County's property database and conducting all transactions and payments for county properties. RES is also responsible for reviewing franchises, easements for the use of county properties, and the acquisition of ROW and easements necessary to support RSD CIP, operating sites (shops, gravel pits), and emergency projects (floods, slides) that require additional land or temporary property rights of way.

**Figure 4 King County Real Property Inventory Custodial Agencies**



The principal aim of FMD's RES Section is to ensure that: 1) the opportunity cost of financial resources tied up in land and buildings is minimized, and 2) the capital and revenue expended on the County's real estate portfolio are efficiently and effectively directed to provide the greatest value to the County's business strategies and service delivery requirements.

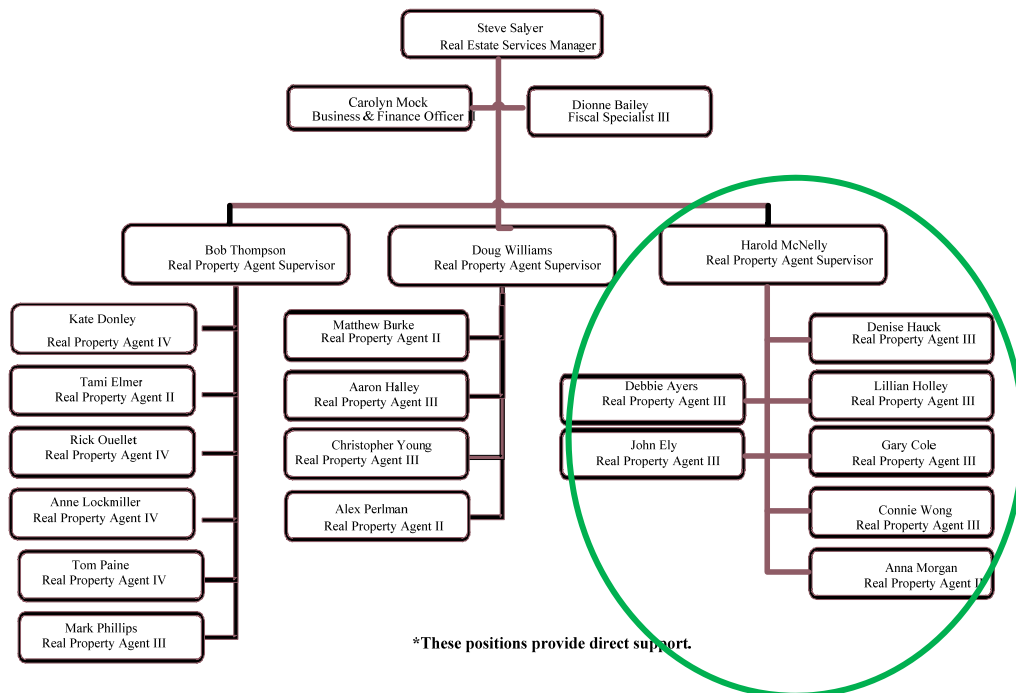
### Real Estate Services Organizational Structure

RES is composed of three units with 23 budgeted full time equivalent (FTE) positions: the Acquisition Unit, the Permitting and Franchising Unit, and the Leasing/Sales Unit. There is also an administrative group that reports to the RES Manager. Figure 5 below displays the Real Estate Services organization by unit, position and employee name. The Acquisition Unit, circled in green, is the only Unit providing support to the Roads CIP.

Although RES is organized into three units, accomplishing complex real estate matters requires a blurring of organizational lines. The complexity of the projects often can require support from several units. Each supervisor has extensive knowledge in real property management and transaction practices and processes. All RES personnel are experienced industry professionals skilled in how to work within the county system with specialized knowledge and experience in the work of their Unit and knowledgeable in the work performed by all three units. Because of the high overall competency level, individuals from one unit are sometimes assigned to work in another unit in order to address high priority projects.

# 2012 Proviso Response: Real Estate Services Support for the Road Services Division

**Figure 5 FMD Real Estate Services Organization Chart**



The responsibilities for each Unit are described below.

**Acquisition Unit:** The Acquisition Unit provides property acquisition, condemnation, rights of entry agreements with property owners, and title, relocation and appraisal services. As described in this report, workload of this Unit is changing.

**Permitting and Franchising Unit:** The Permitting and Franchising Unit handles negotiations and processing for a range of activities for the use of county-owned property: utilities franchises for county ROW, construction permits in county ROW, easements, special use permits and overweight vehicle permits. This Unit has currently a backlog of franchise work accumulated over several years.

**Leasing/Sales Unit:** The Leasing/Sales Unit provides lease management of King County properties, transactional work in leasing county and private space, property sales of all surplus and county-owned property, support for strategic planning projects, surveying and reports, and the tax title property program. This Unit is currently addressing a significant increase in leasing work created by the County's downsizing of its office space.

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

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### IV. Real Estate Services Support Activities for the Road Services Division

Real Estate Services provides several support activities for the RSD; 1) property and right of way acquisition to RSD and other county agencies with RES billable hours charged to the agency receiving the service; 2) the sale of RSD properties determined to be surplus to RSD needs with the appraisal and sale marketing costs funded by the General Fund and with costs subsequently deducted from property sale proceeds and returned to the General Fund; 3) Permitting Unit work for RSD properties and ROW performed without charge to the Road Fund; and 4) negotiation of franchise agreements providing for the use of county ROW by utilities. These last two services are funded through permit and franchise fees and are provided without charge to RSD.

This Chapter focuses on the three important support activities provided to RSD: 1) RSD CIP support; 2) the sale of RSD surplus properties; and 3) permitting.

#### RES Support for RSD Capital Improvement Program

The RES Acquisition Unit provides specialized real estate services to RSD. Specific types of services include the acquisition of right of way and easements necessary to support RSD capital improvement projects (CIP), operating sites (shops, gravel pits), and emergency projects (floods, slides) that require additional permanent or temporary property rights. RSD is charged for these services with the rate calculated to recover both the direct costs and benefits as well related administrative support work costs.

Right of Way acquisition is governed by federal, state and local laws that include KCC 4.56, RCW 8.26, Washington Department of Transportation Policies and Procedures, and the Federal Uniform Relocation and Acquisition Act of 1970 found in CFR 23. Primary property acquisition tasks include negotiation, appraisal, appraisal review, title, records, relocation assistance, property management, and disposition (surplus sales) support. Negotiations staff perform the following activities:

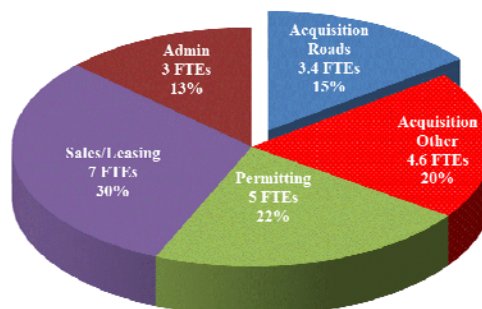
- Securing a variety of property rights including Rights of Entry, permits, licenses, easements, and fee (by deed). Right of Way agreements and Purchase and Sale Agreements are the primary type of contract for purchase, and occasionally eminent domain is required when property owners are unwilling to cooperate.
- Providing relocation assistance for those owners and tenants displaced by CIP projects, including residential and commercial displaces.

Appraisal services for RSD are provided by state licensed staff appraisers. RES is responsible to determine “just compensation” based upon Fair Market Value (FMV) analysis, and to determine valuation to set pricing for surplus and tax title sales and rental rates. Appraisal staff also provides assistance with funding estimates to support CIP budgeting and forecasting.

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**Figure 6 2012 Adopted RES FTE Budget**

As shown in Figure 6 of the 23 FTEs in the 2012 adopted RES budget, the Acquisition Unit has allocated 3.4 FTEs to support the Roads CIP. This represents 15% of the total RES adopted FTEs.



### Historical RES Expenditures for the Roads CIP

For the four year period from 2008 through 2011, as shown in Table 1 below, about \$2.7 million has been charged to the RSD CIP fund. Annually the total number of projects ranged from a high in 2008 of 63 projects to a low in 2011 of 41 projects. With the exception of 2009, there has been an annual decline in projects, hours/FTEs<sup>4</sup> and dollars charged.

**Table 1 Acquisition Unit Charges to the Roads CIP**

	2008	2009	2010	2011
# of Projects	63	57	44	41
Charges	\$628,122	\$962,056	\$628,500	\$477,455
Hours	6,892	8,300	5,551	4,010
FTEs	4.7	5.6	3.8	2.7

### Forecasted RES expenditures for the Roads CIP Expenditures

In recent years the Road Fund has developed a significant structural funding gap. Property tax levy limitations to 1% growth each year; continuing economic weakness with assessed real property valuations experiencing steep declines, and annexations reducing the size of the unincorporated area and the revenue collected — all have contributed to the funding gap.

In 2010, the Strategic Plan for Road Services (SPRS) was completed which set clear priorities to guide the RSD as it manages the road system. A multi-tiered/risk management based resource allocation method was used to prioritize roadways based upon their function and importance to the rural and regional roadway network. A five tiered service level system is now in place with the adopted six-year capital improvement plan focusing on roadways within the higher tiers of the system. The 2012-2017 Roads CIP is approximately \$242 million including an appropriation of \$92 million for 2012 and 2013. The \$242 million represents a 42% reduction in the prior 2010-2015 CIP.

For RES the reduced Roads CIP continues the downward trend in needed staffing support for the Roads CIP. FMD staff has worked closely with Roads staff to determine the level of CIP

<sup>4</sup> Direct hours are calculated by starting with 2088 full time hours. This is reduced by 248 hours for holidays and sick leave using the County's industrial insurance calculation assumptions; by 240 hours for vacation and Executive leave; and by 120 hours for training, meetings and other non-billable time.

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

support needed from RES over the next five years. While it is understood that the Roads CIP may continue to undergo changes, based on information available at the end of March 2012, RES staff developed a CIP workload forecast for 2012 through 2016 which was approved by RSD staff.

As shown in

Table 2 the number of CIP projects forecasted to need RES support will drop from 41 in 2011 to 19 in 2012. For the next five years the number of needed FTEs will drop from 2.0 FTEs in 2012 to 0.6 FTEs in 2016.

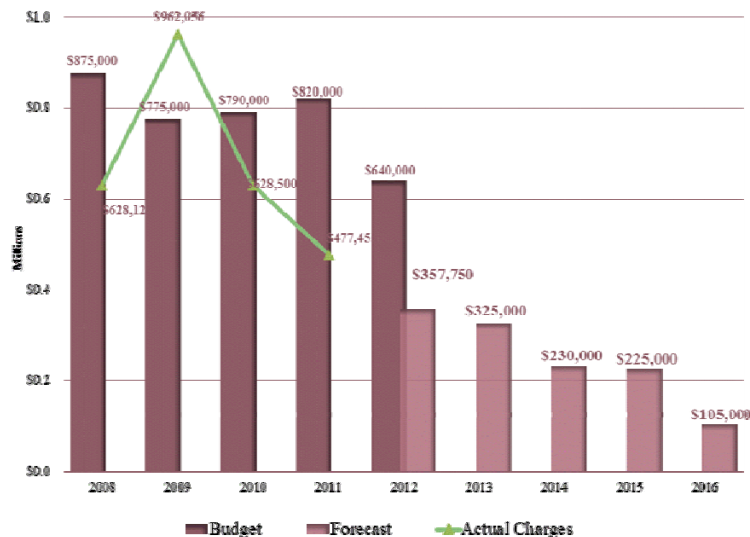
**Table 2 Acquisition Unit Forecast Charges to the Roads CIP Fund**

	2012	2013	2014	2015	2016
# of Projects	19	14	10	7	4
Charges	\$357,750	\$325,000	\$230,000	\$225,000	\$105,000
Hours	2,862	2,600	1,840	1,800	840
FTEs	2.0	1.7	1.2	1.2	0.6

The drop in the CIP workload will correspondingly drop the RES Acquisition Unit billable charges to the RSD CIP. Figure 7 provides a 9 year look at the RES Acquisition Unit charges with actual charges shown for 2008 through 2011 and forecasted charges from 2012 through 2016.

Figure 7 shows an annual high of \$962,056 in 2009 to a revised 2012 forecast of \$357,750 to a low of \$105,000 in 2016.

**Figure 7 RES Acquisition Unit Actual and Forecasted Charges to the Roads CIP**



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### RES Support for the Sale of RSD Surplus Property

#### Road Services Division Custodial Properties

RSD staff has identified 214 properties for which they serve as custodian. The King County Code Section 4.56.070 provides that departmental property custodians must annually report to FMD the properties surplus to their needs. RSD and FMD staff have been working to identify properties which are surplus to the RSD needs and to develop a strategy to dispose of them by selling them to the public or transferring identified sites to cities.

RSD staff having reviewed each of these properties, has identified 76 properties that must be retained by the RSD as the properties serve current needs whether as a facility related to a roadway, or an operating site such as a maintenance facility. As shown in Table 3 there are 138 properties that have been or will be surplus to RSD needs.

**Table 3 RSD Custodial Properties Breakdown**

Original Use	Surplus to Road needs	Road Retains	Total
Operating	19	31	50
CIP	119	45	164
Total	138	76	214

A detailed listing of the Road Services Division custodial properties is provided in Appendix B.

RSD and RES staff have also spent some time reviewing the 138 properties grouping them into categories that focus on the property's current and final disposition:

- Existing Marketing Plan
- To be surplus in 2012
- Future Sale Prospect Properties
- Transferred to cities if possible (properties supporting roadways either annexed or to be annexed by cities)

#### Process and Time Requirements for Disposing of Surplus Properties

Once a property is surplus by a custodial department, the King County Code Section 4.56 details the process FMD must follow to dispose of properties surplus to county needs. While there are some exceptions provided for in the Code, the typical process has limitations and restrictions and involves multiple and complex steps:

- Notifying other King County departments/entities of the proposed surplus property to see if there are other county uses for the subject property; (KCC 4.56.70)
- Working with King County Department of Community and Human Services and other entities to determine if surplus properties are viable for affordable housing; (KCC 4.56.70)



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- Coordinating with the FMD Acquisition unit, which provides appraisal and valuation services for surplus sales;
- Marketing surplus properties;
- Negotiating purchase and sale agreements;
- Drafting legislative packages for property sales greater than \$9,999 (transmittal letters, ordinances, cost data, fiscal notes, purchase and sale agreements and attendant legal documents); (KCC 4.56.80) and
- Facilitating Prosecuting Attorney Office, Executive, and Council review of proposed transactions and legislative packages.

FMD staff has developed generic workload estimates for the disposal of surplus properties. The estimates include pre-market due diligence work, sale marketing and the sale activities through closing.

- The pre-market due diligence activities include: the determination as to whether or not the property is a good candidate for sale now or in the future; completing the King County Code prescribed internal surplussing process; gathering historical documents including identification of funding source and requirements; performing on-site inspections, title research, and property appraisals; and completing any repairs or other improvements needed prior to marketing the property. The estimated time requirements for these activities range from 60 to 72 hours.
- The marketing activities include: completion of listing service forms; working with outside brokers; advertising; updating the County's property sale web site; preparing flyers; and responding to listing calls from brokers, interested buyers, and neighbors. The estimated time requirements for these activities range from 18 to 36 hours or more particularly for larger and complicated sales.
- The sale activities include: negotiations, preparing purchase and sale agreements, legislation for Council approval, and all sale closing activities. The estimated time requirements range from 34 to 74 hours or more.

Overall to dispose of a property for sale requires from 112 hours to 182 hours. It is important to be mindful that the hours presented are for a typical or average property sale. Should the property have site limitations or use restrictions or other development or marketing limitations, the workload impact can be much greater. The time estimates do not include how long the disposition process may take. Depending on a number of factors, primarily market conditions, demand, and the quality of the property offered, the time required for effective sale marketing may be several months or years.

Properties determined to be appropriate for affordable housing go through a similar process but have added requirements: identification of continued county rights to the property; determination of Affordable Housing requirements; creation of covenants to assure affordability requirements are met in the future; creation of real estate purchase and sale agreements (REPSA); and provision of ongoing coordination and support services to DCHS, the custodial agency, and any

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affected agencies. Overall to dispose of a property for sale for affordable housing requires from 174 hours to 307 hours.

Properties to be transferred to cities as a result of annexations require the collaborative efforts of many county staff. It is estimated that the RES work takes approximately eight hours for each piece of property.

### RES Workload Forecast for Disposing of Road Services Division Surplus Properties

FMD staff has developed an initial workload estimate for each of the properties to be surplus by RSD. The estimates are shown in the Road Services Division custodial properties listing found in Appendix B. The workload estimates for the RSD property categories are summarized in Table 4.

**Table 4 Road Services Division Properties – Disposal Workload Requirements**

	# of Assets	Staff Hr. Estimate	Hrs. per Asset	Total FTE
Existing marketing plan	33	3,218	98	2.2
To be surplus in 2012	11	2,002	182	1.4
Future Sale Prospects	56	8,526	152	5.8
To be transferred as annexation occurs	17	352	21	0.2
Annexation has occurred - .	21	336	16	0.2
	138	14,434		9.8

Please note that the workload represented by the estimated 9.8 FTEs can be performed over a number of years depending on the urgency and market interest. The plan for 2012 will be to market a significant portion of the Roads properties, using 2 of the 3.7 FTEs affected by the projected revenue shortfall. FTE estimates for property sales were developed using generic surplus property estimates. The assignment of staff, the duration of time required to market a property as well as the marketing strategy can affect how long it will take to surplus these properties.

### Expediting Sale Marketing of Surplus Properties

With the identification of a significant new inventory of surplus RSD property, King County finds itself in a situation similar to many corporate real estate portfolios. Reduced business operations have decreased the need for additional real estate assets and necessitated downsizing the existing real estate portfolio. Unfortunately, the challenge of this situation is intensified by the current economic downturn and its negative impact on the demand side of the real estate market. King County must increase both the volume and efficiency of its sale marketing program to effectively compete with market competition during a period of reduced demand. Faced with the same disposition challenges as private portfolios, following are several basic real estate stratagems for expediting effectiveness:



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- Expand and accelerate the sale marketing program by increasing resources, applying innovative techniques, improving quality and ensuring good communication with the potential buyer pool;
- Establish aggressive pricing consistently and continually applied to compete with available real estate alternatives; and
- Expedite the documentation and sale approval process to remove obstacles to closing sales.

RES will be recommending and preparing the necessary legislation enabling sale processes which would make the sale of surplus properties more competitive within the market for competing properties. Both Council approval limits and adjustments in allowable sale prices would be affected.

King County Code currently requires Council approval for all sales over \$9,999. The time required to process surplus sales for Council approval (two months or more), is a significant impediment to effective competition in the market. Quick sale closings are a requirement, especially in this market, to compete with other available properties and to allow short-term loan commitments for financing which is another critical prerequisite to effectively compete with similar properties. The time requirement to process sales for Council approval eliminates the possibility of conventional financing leaving only all-cash buyers. Properties for which sales cannot be quickly closed are simply not competitive in this market. Following are recommended strategies to improve the County's ability to compete on the private market.

- **Raising the current \$9,999 threshold for Council approval.** Establishing a higher pricing criterion, say \$250,000 - 500,000, for sales not requiring Council approval would expedite sale closings making county marketing of lower valued properties competitive within the marketplace.
- **Allowing advance sale approval by the Council of smaller portfolios of similar properties subject to obtaining sale prices no less than 90% of appraised fair market value.** This approach provides certainty that pricing will fall within the reasonable range of fair market value while allowing quick sale closings without the need for additional Council sale approval.
- **Bundling of similar sales into one legislative transmittal package.** This approach would significantly cut Executive Branch costs associated with the preparation of individual legislative transmittals, and would streamline Council approval processes as well. Applying the recommended "90%" rule mentioned above would safeguard the County from sales that are below the fair market value.

An option considered for quick disposal of Roads properties is the "bulk sale" approach. Corporate and institutional portfolio managers sometimes use bulk sales to quickly dispose of inventory when fair market value/pricing is not a primary consideration. This marketing technique may not be an optimal tool for county sales as aggregate market value is generally not received and the time requirement for Council sale approval would be undesirable for the buyer

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pool. Bulk sales typically mix an assortment of potentially attractive properties with other properties which might not otherwise be considered by investors. This approach effectively gets assets “off the books” but at less than aggregate market value. The buyer pool for this type of marketing consists of “value added” buyers interested in taking advantage of below market pricing to make additional profit. If the County were prepared to accept less than aggregate market value and waive Council sale approval (or provide advance Council approval as noted above), a potential alternative might be to offer smaller portfolios of similar properties (i.e., single family homes, buildable lots, small multi-family development opportunities) to attract specialty buyers.

Auctions of individual larger properties and portfolios are also used by corporate and institutional managers motivated to expedite sales at the expense of obtaining less than market value. As with bulk sales, auctions attract value added buyers interested in less than market pricing. Again, this marketing technique may not be optimal for the County considering reduced pricing.

RES and RSD staff are working together to develop a proposed legislative package for consideration this year.

### **RES Permitting Support for RSD**

The Permitting Unit supports RSD by coordinating utility work in unincorporated King County RSD ROW, with ROW Permits. Unlike the development regulation permits issued by the Department of Development and Environmental Services (DDes), the permits issued by RES are basic granting of property rights, i.e., the applicant is “permitted” to use King County property or ROW. The Unit issues “overload” hauling permits to ensure that trucks carrying or pulling extra-large objects (such as large equipment, houses, etc.) do not create a hazard or cause damage to county ROW. The applicants identify their routes and detail how they are transporting their loads. RES reviews the applications and secures RSD approval. The Unit also helps RSD negotiate franchise agreements with utilities (water, sewer, power, gas & wireless communications), outlining liability, etc. for using county ROW’s. The Unit works closely with the RSD Utility Inspection Unit in the daily management of the ROW. The Unit workload is driven primarily by the volume of permits requested, and the number and complexity of franchise requests. None of the Permitting Unit work is billed to the Road Fund. Revenues for the Unit come from permit fees.

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### V. Real Estate Services Staffing Plan

As stated earlier in the report, the workload of the RSD has been changing over the last few years. With the significant reductions in Road Fund revenues and the dramatic reductions in the Roads CIP, the RES workload billable to the Roads CIP has declined and will continue to decline through 2016. This decline in workload as well as recently identified new work has triggered a review of the RES organization, staffing levels and future workload.

The King County Strategic Plan is designed to guide these types of decisions. The Strategic Plan emphasizes the importance of customer service excellence, financial stewardship and a quality workforce. More specifically, the Strategic Plan provides the following guidance to the RES staffing plan development:

- Goal: Establish a culture of customer service and deliver services that are responsive to community needs
  - Objective 2: Build a culture of performance and improve the effectiveness and efficiency of county programs, services and systems
  - Strategy d: Provide cost-effective, accountable, and responsive internal services
  
- Goal: Exercise sound financial management and build King County's long-term fiscal strength
  - Objective 2: Plan for the long-term sustainability of county services
  - Strategy a: Manage the county's assets and capital investments in a way that maximizes their productivity and value
  
- Goal: Develop and empower King County government's most valuable asset, our employees.
  - Objective 3: Utilize employees in an efficient, effective and productive manner
  - Strategy a: Seek employee collaboration on cost reduction, service improvement, and problem solving

To provide cost-effective, responsive service to King County residents and to King County agencies, as the long-term workload declines, the RES organization must become more streamlined and more flexible. In the near term, the RES organization will focus on disposing of Roads surplus property to generate needed revenue for the Road Fund. The organization will also absorb a portion of the work generated by the Eastside Rail Corridor project. And to address this new workload, responsibility areas and workload assignments will change. Because of the long-term decline in workload, staffing levels will change as well. These organizational and staffing changes will be challenging, but must happen in order to meet the needs of our customers and the goals established in the King County Strategic Plan.

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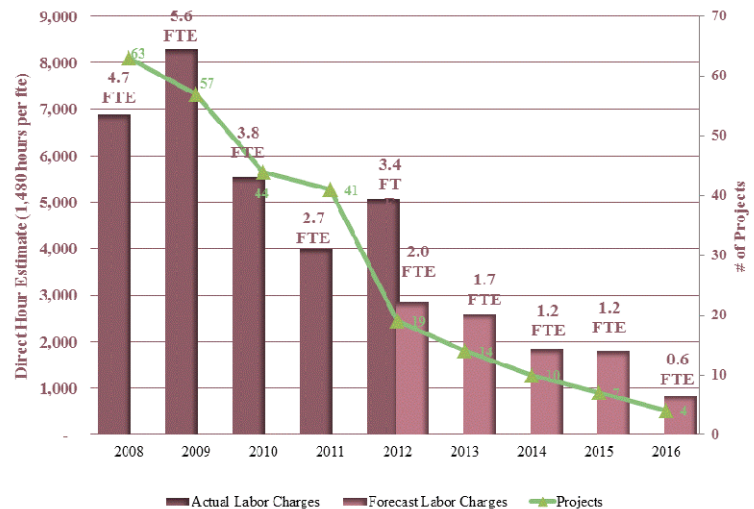
## RES Existing Workload Forecast

Figure 8 graphically shows the impact of the decline in Roads CIP on the Acquisition Unit FTEs.

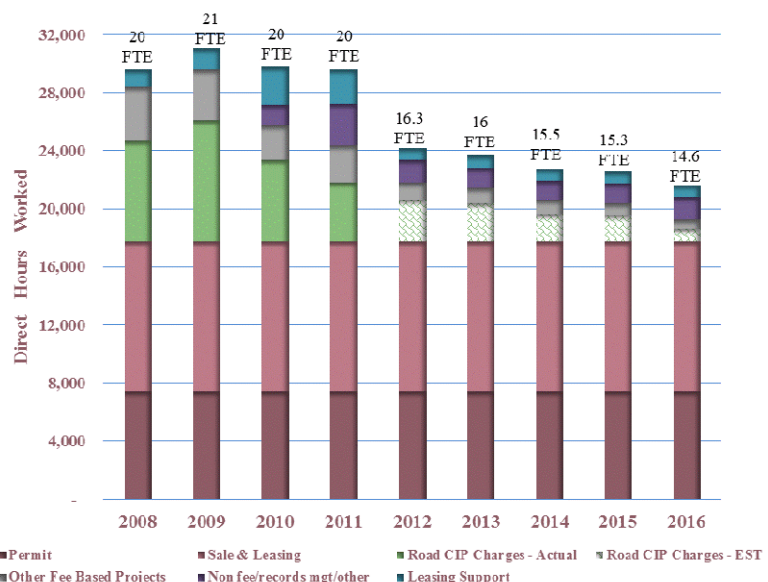
In 2010 the billable hours to the RSD CIP equaled 3.8 FTEs. In 2012 the most recent forecast provides for 2.0 FTEs. By 2016, the FTEs will drop to 0.6 FTEs.

The reduction in billable hours to the RSD CIP has been offset by one-time contract work performed for the City of Maple Valley. Additional billable work was performed for other county agencies with hours charged to “RPD<sup>5</sup> Projects” which includes projects in support of the Leasing section other entities where the Acquisition Unit advice and expertise is needed. This one-time work is expected to be significantly reduced in 2012. Based on an updated 2012 Acquisition Unit workload forecast, the revenue backed workload is reduced by approximately 3.7 FTEs – associated with the Roads CIP and the elimination of most of the one-time work. The RSD CIP reduction (1.4 FTE); the Maple Valley contract reduction (1.0 FTE) and support for other KC agencies (1.3 FTE) total the 3.7 FTE reduction.

**Figure 8 Acquisition Unit Actual and Forecast Hours to the Roads CIP**



**Figure 9 RES Workload – Impact of Roads CIP and Other Revenue Reductions**



While the workload for the Leasing/Sales and Permitting Units remains relatively stable, as shown in Figure 9 the existing workload for the RES organization will decline through 2016.<sup>6</sup>

<sup>5</sup> Real Property Division

<sup>6</sup> The Manager and 2 administrative staff in the Administration Unit are not shown. The calculations assumes 1,480 direct hours per FTE.

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### **New 2012 Workload**

At the same time as the RSD CIP work is decreasing, RES workload in other areas is on the increase. The RES FTE staffing reduction discussed in the previous section has been repurposed for new workload in 2012. The following initiatives make up the new workload.

#### *Roads Surplus Properties*

As noted previously Roads has recently identified 138 properties surplus to their needs or that may to be transferred to cities because of annexations. RES has responded to the increased sale marketing emphasis by dedicating 1 staff person to work almost solely with Roads staff to sell Roads surplus properties. A marketing plan for 33 properties has been developed and is being implemented; bi-weekly meetings held; and a new property sale web site has been developed.

Given the importance of generating revenue for the Road Fund, FMD is assigning the additional 105 new surplus properties to staff in the Acquisition Unit. The initial task is to perform due diligence on this new portfolio including initial review of marketability, Code-required internal surplussing process, review of original acquisition documents to confirm any initial funding conditions on use, on-site inspections, title research and property appraisals. While staff is initiating this due diligence work, RES is simultaneously exploring marketing methods to expedite disposition as discussed in detail previously.

#### *Eastside Rail Corridor*

The County's planned acquisition of the Eastside Rail Corridor (ERC) Trail from the Port of Seattle includes responsibility for managing the existing and future portfolio of Special Use Permits (SUP) which provide for private and public uses of this new county property. This new SUP portfolio represents a permanent, on-going county responsibility. This portion of the ERC Trail acquisition includes due diligence of the existing portfolio and processes, development of a county program, ownership transition, and staffing the future permit program.

#### *Environmental Programs/Initiatives*

There are two environmental initiatives which must be addressed and build on previous work. The National Pollution Discharge Elimination System (NPDES) permitting requirement will involve coordination of Water & Land Resource Section's water quality inspections of all tax title properties. Should water quality violations be found, the work will include coordinating property clean ups as well as addressing trespass issues discovered during inspections.

The EPA 104E project involves all King County owned property in the Duwamish Basin, and is related to contaminants in the soils which migrate to the river. The initial phase of the project was to provide EPA with ownership documentation. There will be continued follow up as the EPA reviews the 42,000 +/- pages submitted. Work continues related to a cleanup proposal and the allocation of responsibility to King County for contamination in the past. For 2012 property title research and research related to past uses and users of the property will be completed.

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Knowing who the tenants were, and what activities were occurring on these sites will prove critical to limiting King County's exposure to clean up costs.

### *Annexations*

As discussed earlier these properties are either now within a city boundary or will be when proposed annexations occur.

### **2012-2013 RES Staffing Plan**

The Executive has developed a workload staffing plan for RES that meets the service needs of RSD, and, most importantly, will maximize revenues to the Road Fund through the sale of surplus properties. Under this plan RES will move forward with the new work in 2012 with no net change in staffing levels but significant adjustment in work assignments.

As shown below existing staffing budgeted in 2012 to work on the Roads CIP and Maple Valley or for other King County agencies will be reassigned to new work.

Billable Hour Workload Reductions	New Work Initiatives
<ul style="list-style-type: none"> <li>• 1.4 FTE reduction — Roads CIP Charges</li> <li>• 1.0 FTE reduction — Maple Valley contract</li> <li>• 1.3 FTE reduction — Other KC agencies</li> </ul>	<ul style="list-style-type: none"> <li>• 0.5 FTE Eastside Rail Corridor <sup>7</sup></li> <li>• 0.5 FTE Environmental Initiatives NPDES &amp; EPA</li> <li>• 2.3 FTE Roads Surplus Properties</li> <li>• 0.4 FTE Annexations with road property transfers to cities</li> </ul>

The General Fund will cover the cost of the new work; however the administrative costs associated with the marketing and sale of the surplus properties will be recovered from the property sale proceeds. With the long term decline in RES workload, there will be a gradual reduction in staffing. Based on the available information, FMD will recommend in the 2013 budget process eliminating a real property agent position and a second real property agent position in 2014. As the RES organization downsizes, to address supervisory span of control issues, a reorganization will be implemented in 2013 reducing the number of units from 3 to 2. As a result, a supervisor position will be eliminated in 2013. In 2012 FMD will prepare a five year staffing plan detailing the gradual reduction in staffing; unit responsibilities and workload assignments. This plan will be submitted with the proposed 2013 budget.

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<sup>7</sup> The workload will require additional resources to include TLTs and consultant services.



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### VI. RES Proviso Template Explanation

The purpose of this Chapter is to briefly provide an explanation of the RES Proviso Template found in Appendix A. As shown below, the proviso specifically requested information on the services to be provided to the Road Services Division (RSD) by the Real Estate Services Section (RES).

*PROVISO #1: Of this appropriation, \$150,000 may not be expended or encumbered until the executive transmits a report and a motion that acknowledges receipt of the report and references the proviso's ordinance, section and number and the motion is adopted by the council. The report, which must be jointly prepared by the real estate services section ("RES"), the office of performance, strategy and budget ("PSB") and the roads services division ("RSD"), shall be on services to be provided to the RSD by RES. The report shall include the projected annual revenue, workload and staffing needs of RES to provide services to RSD in 2012 through 2016.*

As noted previously, Real Estate Services provides several support activities for the RSD; 1) property and right of way acquisition to RSD and other county agencies with RES billable hours charged to the agency receiving the service; 2) the sale of RSD properties determined to be surplus to RSD needs with the appraisal and sale marketing costs funded by the General Fund and with costs subsequently deducted from property sale proceeds and returned to the General Fund; 3) Permitting Unit work for RSD properties and ROW performed without charge to the Road Fund; and 4) negotiation of franchise agreements providing for the use of county ROW by utilities. These last two services are funded through permit and franchise fees and are provided without charge to RSD.

The proviso details what information should be provided in the template.

*A. The projected revenues to be received by RES from RSD for each year from 2012 through 2016;*

The information below provides the projected revenues shown in 2012 dollars as a result of RES charges to the RSD CIP; the only service provided by RES to RSD which is charged to the Road Fund. The anticipated revenues range from \$357,750 in 2012 to \$105,000 in 2016.

**Proviso #1: Section A: Projected Revenues to be received by RES from RSD as a result of RES Acquisition Unit work on the Roads CIP**

	2012	2013	2014	2015	2016
RSD CIP Charges	\$ 357,750	\$ 325,000	\$ 230,000	\$ 225,000	\$ 105,000

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## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

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*B. A description of the specific types of services RES anticipates providing RSD in each year. The description should include a quantitative analysis of the services by: 1) identifying the staff performing the services by group, which are administration, acquisitions, permits and leasing; 2) position title; 3) hours billed to RSD per staff position; and 4) the percentage of the amount of hours billed to RSD to the overall projected hours to be billed for each staff person;*

While an attempt has been made to identify likely hours charged by position title; actual work assignments will likely be different because of the shared skill set available within the RES staffing. In other words, actual assignments to any one specific individual employee might be different from the Section B table information due to vacancies, sick leave, etc.; however, in the aggregate as shown in Section D and E, the actual work should follow the workload forecast. Section B estimates should not be taken literally; the estimates merely illustrate how the work might proceed. The information provided is "point in time" only. During discussions with Council staff, it was learned that this section should only provide project hours billable to RSD by RES. During the discussion it was noted that Section E is where non billable services/projects to Roads and other agencies, should be listed. The estimated hours charged to the Roads CIP range from 2,862 in 2012 to 840 hours in 2016.

**Proviso #1: Section B: Services RES anticipates providing to RSD for the Roads CIP where RES charges billable hours.**

Service Type	Group	Position title	Est. Hrly rate	% of Hrs Billed for 2012	Estimated Hours Charged to the Roads CIP				
					2012	2013	2014	2015	2016
Acquisition/rights of entry/	Acquisition	SUP	\$ 166	14%	390	375	140	160	110
Acquisition/rights of entry/	Acquisition	RPA 2	\$ 80	13%	370	390	130	130	120
Acquisition/rights of entry/	Acquisition	RPA 3	\$ 132	8%	225	240	350	180	90
Acquisition/rights of entry/	Acquisition	RPA 3	\$ 132	24%	700	646	364	410	220
Acquisition/rights of entry/	Acquisition	RPA 3	\$ 117	17%	487	198	315	133	95
Acquisition/rights of entry/	Acquisition	RPA 3	\$ 132	15%	427	445	300	410	130
Acquisition/rights of entry/	Acquisition	RPA 3	\$ 109	9%	263	307	241	377	75
Total					2,862	2,600	1,840	1,800	840

*C. An analysis of the number of RES full time employees, by staff position title, necessary to provide the anticipated services to RSD and the expected revenue from RSD for each year;*

Again during the discussions with Council staff it was learned that this section should only include the billable hours charged to RSD. It was noted that section E will provide the non-billable services to RSD. The proviso requested the expected revenue from RSD each year. The revenue information is provided in section A.



## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

### Proviso #1: Section C Resorted Section B Table

Service Type	Group	Position title	Est. Hrly rate	% of Hrs Billed in 2012	Estimated Hours Charged to the Roads CIP				
					2012	2013	2014	2015	2016
Acquisition/rights of entry/	Acquisition	SUP	\$ 166	14%	0.26	0.25	0.1	0.1	0.1
Acquisition/rights of entry/	Acquisition	RPA 2	\$ 80	13%	0.25	0.26	0.1	0.1	0.1
Acquisition/rights of entry/	Acquisition	RPA 3	\$ 132	47%	0.91	0.90	0.7	0.7	0.3
Acquisition/rights of entry/	Acquisition	RPA 3	\$ 117	17%	0.33	0.13	0.2	0.1	0.1
Acquisition/rights of entry/	Acquisition	RPA 3	\$ 109	9%	0.18	0.21	0.2	0.3	0.1
Total					1.93	1.76	1.2	1.2	0.6

*D. A detailed description of RSD projects anticipated in each year, including the number of projects, type of project, project name if known and the anticipated revenue for the services RES renders to each project;*

As noted above during discussions with Council staff, this section of the template should only report the projects for which RES charges direct staff time to the RSD CIP. As a result, the template reports the likely RSD capital improvement projects (CIPs) that will need RES support. The list of CIP projects was obtained from RSD staff in March 2012. Because of the changing revenue outlook for the RSD fund, it is recognized that the list of projects may change.

The hourly rate shown is an average billable rate charged by the Acquisition Unit for work performed for agencies like the RSD. The average rate applied to the direct hours worked is intended to recover the salaries and benefits for the individuals within the unit; the non-billable hours for sick leave, vacation, and training as well as a portion of the Real Estate Services Section administrative costs. It is assumed that billable hours equal 1,480 hours per FTE.

The total revenue for each year matches the revenue reported in Section A of the template.

(Because the hours billed by project may vary each year, a table has been provided showing only the hours worked by project)

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

### Proviso #1: Section D: Capital Improvement Projects Funded by ROADS that need support from the RES Acquisition Unit staff

Project Name	Project Type	Description	Est. Hours	Est. Hrly rate	Estimated \$\$\$ Charged by RES to the Roads CIP				
					2012	2013	2014	2015	2016
Bear Crk. Br.	CIP	Acquisition/rights of entry/ROW	180	\$ 125	\$ 2,500	\$ 20,000			
Cottage Lk. Br.	CIP	Acquisition/rights of entry/ROW	180	\$ 125	\$ 2,500	\$ 20,000			
Safer Wildlife	CIP	Acquisition/rights of entry/ROW	560	\$ 125	\$ 70,000				
Patterson Crk. Br.	CIP	Acquisition/rights of entry/ROW	80	\$ 125	\$ 10,000				
W. Snoq. Valley Rd.	CIP	Acquisition/rights of entry/ROW	172	\$ 125	\$ 1,500	\$ 20,000			
NE Wood-Duvall Rd.	CIP	Acquisition/rights of entry/ROW	520	\$ 125		\$ 25,000	\$ 40,000		
SE Middle Fork	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				
Middle Fork Forest Serv	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				
Issaquah Hobart Rd.	CIP	Acquisition/rights of entry/ROW	170	\$ 125	\$ 1,250	\$ 20,000			
Renton Ave. S.	CIP	Acquisition/rights of entry/ROW	320	\$ 125			\$ 40,000		
14th Ave. SW	CIP	Acquisition/rights of entry/ROW	320	\$ 125				\$ 40,000	
78th Ave. S.	CIP	Acquisition/rights of entry/ROW	160	\$ 125			\$ 20,000		
SW Roxbury	CIP	Acquisition/rights of entry/ROW	160	\$ 125				\$ 20,000	
Military Rd @ 320th	CIP	Acquisition/rights of entry/ROW	340	\$ 125	\$ 2,500	\$ 40,000			
Military Rd @ 342nd	CIP	Acquisition/rights of entry/ROW	320	\$ 125		\$ 40,000			
SW Cemetery Rd @ Beal	CIP	Acquisition/rights of entry/ROW	160	\$ 125		\$ 20,000			
Alvord T. Br.	CIP	Acquisition/rights of entry/ROW	80	\$ 125		\$ 10,000			
Kent B-D 292nd	CIP	Acquisition/rights of entry/ROW	160	\$ 125				\$ 20,000	
Tate Crk. Br.	CIP	Acquisition/rights of entry/ROW	160	\$ 125			\$ 20,000		
Kent-Kangley	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				
Summit Landberg	CIP	Acquisition/rights of entry/ROW	320	\$ 125	\$ 40,000				
Green Valley Br. 3020	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				
284th St. Br.	CIP	Acquisition/rights of entry/ROW	340	\$ 125			\$ 2,500	\$ 40,000	
Green Valley Br. 3022	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				
Carey Lk. @ 276th	CIP	Acquisition/rights of entry/ROW	320	\$ 125		\$ 40,000			
Berrydale Overcrossing	CIP	Acquisition/rights of entry/ROW	340	\$ 125			\$ 2,500	\$ 40,000	
15 Mile Lk. Br.	CIP	Acquisition/rights of entry/ROW	320	\$ 125	\$ 40,000				
181st Covington Sawyer	CIP	Acquisition/rights of entry/ROW	180	\$ 125		\$ 2,500	\$ 20,000		
Covington Sawyer	CIP	Acquisition/rights of entry/ROW	180	\$ 125		\$ 2,500	\$ 20,000		
CW Neal Rd. Br.	CIP	Acquisition/rights of entry/ROW	160	\$ 125					\$ 20,000
SE 277th Br.	CIP	Acquisition/rights of entry/ROW	160	\$ 125					\$ 20,000
Preston FC High Pt.	CIP	Acquisition/rights of entry/ROW	20	\$ 125	\$ 2,500				
Novelty Rd Clean up	CIP	Acquisition/rights of entry/ROW	120	\$ 125	\$ 15,000				
So. Park Br.	CIP	Acquisition/rights of entry/ROW	40	\$ 125	\$ 5,000				
Misc. ROW	CIP	Acquisition/rights of entry/ROW	350/1600	\$ 125	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Maintenance & Repair	CIP	Acquisition/rights of entry/ROW	200/1000	\$ 125	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Estimated \$\$\$ Charged by RES to the Roads CIP					\$357,750	\$325,000	\$230,000	\$225,000	\$105,000

*E. A detailed description of all other anticipated projects that are not RSD related projects. These other projects shall be reported by year, including: 1) the number of projects; 2) the type of project; 3) the RES group that will perform the service; 4) the project name if known; 5) the user or customer; and 6) the expected revenues RES expects to receive for services rendered to each project.*

As noted above, RES charges direct staff time to other agencies as well as the RSD CIP, and as a result, receives revenue. The template provides the anticipated revenues for those projects. RES works on a number of projects or performs services for other King County agencies for which a charge is not applied. For the sale of surplus properties, the General Fund pays for the all work prior to the sale of the property and is reimbursed for expenses from the property sale proceeds. Non-project related revenues collected for various permits are not reported.

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

### Proviso #1: Section E: Other RES projects with funding by non-road agencies or the General Fund

Project Name	Project Type	Group	User/ Customer	Est. Hours	Est. Hrly rate	Estimated \$\$\$ Worked by RES Staff on Non Roads				
						2012	2013	2014	2015	2016
Bow Lake Transfer	ACQ	ACQ	SWD		\$ 125	\$ 10,000	\$ 5,000	\$ -	\$ -	\$ -
Factoria Transfer	ACQ	ACQ	SWD		\$ 125	\$ 20,000	\$ 20,000	\$ 5,000	\$ -	\$ -
South Co. Transfer	ACQ	ACQ	SWD		\$ 125	\$ 15,000	\$ 20,000	\$ 5,000	\$ 10,000	\$ -
NE Co. Transfer	ACQ	ACQ	SWD		\$ 125	\$ -	\$ -	\$ 40,000	\$ 10,000	\$ -
Lake - Sound Trail	ACQ	ACQ	PARKS		\$ 125	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Eastside RR Trail	ACQ	ACQ	PARKS		\$ 125	\$ 1,500	\$ -	\$ -	\$ -	\$ -
Cedar River Flood	ACQ	ACQ	WLRD		\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar River Relocation	ACQ	ACQ	WLRD		\$ 125	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Green River Relocation	ACQ	ACQ	WLRD		\$ 125	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
DDES Misc	ACQ	ACQ	DDES		\$ 125	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
White River Relocation	ACQ	ACQ	WLRD		\$ 125	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -
Manage Surplus Sales Contract	ACQ/Sales	ACQ	Multi Agencies		\$ 125	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Leasing Support - Valuation/appraisals	ACQ	ACQ	FMD/RE S		\$ 125	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Surplus Appraisals - misc non roads		0 ACQ	Non Roads		\$ 125	\$ 94,000	\$ 94,000	\$ 94,000	\$ 94,000	\$ 94,000
						\$297,500	\$286,000	\$281,000	\$251,000	\$231,000

For clarity sake, the template provides all the hours worked for both the non-roads projects providing revenue as well as for projects and services for which a direct hour charge is not applied.

# 2012 Proviso Response: Real Estate Services Support for the Road Services Division

						Estimated \$\$\$ Worked by RES Staff on Non Roads funded projects/tasks				
Project Name	Project Type	Group	User/ Customer	Est. Hours	Est. Hrly rate	2012	2013	2014	2015	2016
Bow Lake Transfer	ACQ	ACQ	SWD		\$ 125	80	40	-	-	-
Factoria Transfer	ACQ	ACQ	SWD		\$ 125	160	160	40	-	-
South Co. Transfer	ACQ	ACQ	SWD		\$ 125	120	160	40	80	-
NE Co. Transfer	ACQ	ACQ	SWD		\$ 125	-	-	320	80	-
Lake - Sound Trail	ACQ	ACQ	PARKS		\$ 125	80	-	-	-	-
Eastside RR Trail	ACQ	ACQ	PARKS		\$ 125	12	-	-	-	-
Cedar River Flood	ACQ	ACQ	WLRD		\$ 125	-	-	-	-	-
Cedar River Relocation	ACQ	ACQ	WLRD		\$ 125	280	280	280	280	280
Green River Relocation	ACQ	ACQ	WLRD		\$ 125	280	280	280	280	280
DDES Misc	ACQ	ACQ	DDES		\$ 125	56	56	56	56	56
White River Relocation	ACQ	ACQ	WLRD		\$ 125	80	80	-	-	-
Manage Surplus Sales Co	ACQ/Sales	ACQ	Multi Agencies		\$ 125	400	400	400	400	400
Leasing Support - Valuat	ACQ	ACQ	FMD/RES		\$ 125	80	80	80	80	80
Surplus Appraisals - misc		ACQ	Non Roads		\$ 125	752	752	752	752	752
Roads Surplus Property	Appraisals	ACQ	GF/Roads		\$ -	855	90	45	135	135
Roads Surplus Property	Due Dilligence	ACQ	GF/Roads		\$ -	513	54	27	81	81
Roads Surplus Property	Marketing	ACQ	GF/Roads		\$ -	684	72	36	108	108
Roads Surplus Property	Sales	ACQ	GF/Roads		\$ -	1,406	148	74	222	222
Archives & Records	Admin	ACQ	GF		\$ -	429	233	141	222	400
Lease Transactions supp	Leasing	ACQ	GF		\$ -	740	740	740	740	740
Administration	Admin	ACQ	GF		\$ -	-	-	-	-	-
Eastside Rail Corridor	Permitting/Easements	ACQ	GF		\$ -	740	1,480	1,480	1,480	1,480
Environmental EPA 104E	Permitting/Easements	ACQ	GF		\$ -	375	450	500	350	250
Environmental NPDES	Permitting/Easements	ACQ	GF		\$ -	412	491	60	60	484
Annexation Intergovern	Transfers To Cities	ACQ	GF		\$ -	100	120	95	80	80
Annexation Cleanup Roa	Transfers To Cities	ACQ	GF		\$ -	344	115	115	115	-
Scanning	Administrative	Sales/Leasing	RES		\$ -	100	100	25	25	25
Reports	Code Compliance/Report	Sales/Leasing	KC		\$ -	480	480	720	720	650
SWM charges/fees	Property Mangement	Sales/Leasing	KC		\$ -	80	60	50	50	50
Annexation - Non Roads	Intergovernmental	Sales/Leasing	KC		\$ -	352	491	617	492	250
Property Management	Administrative	Sales/Leasing	KC		\$ -	250	250	300	300	300
Broker contracts	Administrative	Sales/Leasing	RES		\$ -	400	105	105	105	400
Lease Administration	Administrative	Sales/Leasing	RES		\$ -	750	750	750	750	750
Lease Transactions	Leasing	Sales/Leasing	RES		\$ -	1,628	1,953	1,600	1,725	1,500
Space Surveys	Leasing	Sales/Leasing	RES		\$ -	86	120	95	100	80
TI Management	Leasing	Sales/Leasing	RES		\$ -	120	175	125	75	75
Afordable housing	Sales	Sales/Leasing	RES/DCHS/RSD		\$ -	437	437	437	-	-
Afordable housing	Sales	Sales/Leasing	RES/DCHS		\$ -	175	175	175	175	175
Market rate	Sales RSD	Sales/Leasing	RES/RSD		\$ -	1,470	1,470	1,470	532	-
Market rate	Sales non RSD	Sales/Leasing	RES/KC		\$ -	784	784	784	784	784
Major Projects	Sales	Sales/Leasing	RES/KC		\$ -	616	-	489	1,959	2,753
DNRP	Project Management	Sales/Leasing	DNRP		\$ -	225	393	200	150	150
Move management	Project Management	Sales/Leasing	RES/DES		\$ -	40	50	50	50	50
Harbor view	Project Management/Le	Sales/Leasing	RES/PH		\$ -	-	-	-	-	-
Harbor Island	Property Management/L	Sales/Leasing	DNRP/SWD		\$ -	888	1,087	888	888	888
KCIA	Property Management/L	Sales/Leasing	DOT		\$ -	1,184	1,184	1,184	1,184	1,184
Wireless	Property Management/L	Sales/Leasing	RES/KC		\$ -	296	296	296	296	296
ROW Construction Perm	Permitting	Permitting	KC		\$ -	1,725	1,725	1,725	1,725	1,725
Special Use Permits	Permitting	Permitting	KC		\$ -	2,616	2,616	2,616	2,616	2,616
Overlegal & Overweight	Permitting	Permitting	KC		\$ -	284	284	284	284	284
Parade, etc. (SUP for wh	Permitting	Permitting	KC		\$ -	158	158	158	158	158
Requests for Easements	Permitting	Permitting	KC		\$ -	247	247	247	247	247
Utility Franchises-Compl	Permitting	Permitting	KC		\$ -	1,635	1,465	1,627	1,627	1,627
Misc.-Computer system	Permitting	Permitting	KC		\$ -	740	900	740	740	740
Estimated Hrs Worked by RES Staff on Non Roads funded projects/tasks					\$ -	26,743	24,036	23,318	23,358	23,585

2012 Proviso Response: Real Estate Services Support for the Road  
Services Division

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**Appendix A —2012 Proviso Response Template**

**2012 Proviso Response: Real Estate Services Support for the Road Services Division**

**Attachment A**

**Appendix A**

Proviso Template

Template Readers please note: Real Estate Services provides a number of services to the Roads Service Division as explained in the report. The only service for which RES charges for services, i.e. receives revenues, is for the Roads CIP work.

**Proviso #1: Section A: Projected Revenues to be received by RES from RSD as a result of RES Acquisition unit work on the Roads CIP**

	2012	2013	2014	2015	2016
RSD CIP Charges	\$ 357,750	\$ 325,000	\$ 230,000	\$ 225,000	\$ 105,000

**Proviso #1: Section B: Services RES anticipates providing to RSD for the Roads CIP where RES charges a fee**

Template Readers please note: while an attempt has been made to identify likely hours charged by position title; because of the shared skill set available within the RES staffing, the assignments will likely change resulting in changes in hours/projects charged by a single person. Section B estimates should not be taken literally. The information provided is "point in time" only.

Service Type	Group	Position title	Est. Hrly rate	% of Hrs Billed for 2012	Estimated Hours Charged to the Roads CIP				
					2012	2013	2014	2015	2016
Acquisition/rights of entry/RC	Acquisition	SUP	\$ 166	14%	390	375	140	160	110
Acquisition/rights of entry/RC	Acquisition	RPA 2	\$ 80	13%	370	390	130	130	120
Acquisition/rights of entry/RC	Acquisition	RPA 3	\$ 132	8%	225	240	350	180	90
Acquisition/rights of entry/RC	Acquisition	RPA 3	\$ 132	24%	700	646	364	410	220
Acquisition/rights of entry/RC	Acquisition	RPA 3	\$ 117	17%	487	198	315	133	95
Acquisition/rights of entry/RC	Acquisition	RPA 3	\$ 132	15%	427	445	300	410	130
Acquisition/rights of entry/RC	Acquisition	RPA 3	\$ 109	9%	263	307	241	377	75
Total					2,862	2,600	1,840	1,800	840

**Proviso #1: Section C Resorted Section B Table**

Service Type	Group	Position title	Est. Hrly rate	% of Hrs Billed in 2012	Estimated Hours Charged to the Roads CIP				
					2012	2013	2014	2015	2016
Acquisition/rights of entry/RC	Acquisition	SUP	\$ 166	14%	0.26	0.25	0.1	0.1	0.1
Acquisition/rights of entry/RC	Acquisition	RPA 2	\$ 80	13%	0.25	0.26	0.1	0.1	0.1
Acquisition/rights of entry/RC	Acquisition	RPA 3	\$ 132	47%	0.91	0.90	0.7	0.7	0.3
Acquisition/rights of entry/RC	Acquisition	RPA 3	\$ 117	17%	0.33	0.13	0.2	0.1	0.1
Acquisition/rights of entry/RC	Acquisition	RPA 3	\$ 109	9%	0.18	0.21	0.2	0.3	0.1
Total					1.93	1.76	1.2	1.2	0.6

**2012 Proviso Response: Real Estate Services Support for the Road Services Division**

**Attachment A**

**Appendix A**

Proviso Template

**Proviso #1: Section D: Capital Improvement Projects Funded by ROADS that need support from the RES Acquisition Unit staff**

Project Name	Project Type	Description	Est. Hours	Est. Hrly rate	Estimated \$\$\$ Charged by RES to the Roads CIP				
					2012	2013	2014	2015	2016
Bear Crk. Br.	CIP	Acquisition/rights of entry/ROW	180	\$ 125	\$ 2,500	\$ 20,000			
Cottage Lk. Br.	CIP	Acquisition/rights of entry/ROW	180	\$ 125	\$ 2,500	\$ 20,000			
Safer Wildlife	CIP	Acquisition/rights of entry/ROW	560	\$ 125	\$ 70,000				
Patterson Crk. Br.	CIP	Acquisition/rights of entry/ROW	80	\$ 125	\$ 10,000				
W. Snoq. Valley Rd.	CIP	Acquisition/rights of entry/ROW	172	\$ 125	\$ 1,500	\$ 20,000			
NE Wood-Duvall Rd.	CIP	Acquisition/rights of entry/ROW	520	\$ 125		\$ 25,000	\$ 40,000		
SE Middle Fork	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				
Middle Fork Forest Service	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				
Issaquah Hobart Rd.	CIP	Acquisition/rights of entry/ROW	170	\$ 125	\$ 1,250	\$ 20,000			
Renton Ave. S.	CIP	Acquisition/rights of entry/ROW	320	\$ 125			\$ 40,000		
14th Ave. SW	CIP	Acquisition/rights of entry/ROW	320	\$ 125				\$ 40,000	
78th Ave. S.	CIP	Acquisition/rights of entry/ROW	160	\$ 125			\$ 20,000		
SW Roxbury	CIP	Acquisition/rights of entry/ROW	160	\$ 125				\$ 20,000	
Military Rd @ 320th	CIP	Acquisition/rights of entry/ROW	340	\$ 125	\$ 2,500	\$ 40,000			
Military Rd @ 342nd	CIP	Acquisition/rights of entry/ROW	320	\$ 125		\$ 40,000			
SW Cemetary Rd @ Beall	CIP	Acquisition/rights of entry/ROW	160	\$ 125		\$ 20,000			
Alvord T. Br.	CIP	Acquisition/rights of entry/ROW	80	\$ 125		\$ 10,000			
Kent B-D 292nd	CIP	Acquisition/rights of entry/ROW	160	\$ 125				\$ 20,000	
Tate Crk. Br.	CIP	Acquisition/rights of entry/ROW	160	\$ 125			\$ 20,000		
Kent-Kangley	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				

## Appendix A

Proviso Template

					Estimated \$\$\$ Charged by RES to the Roads CIP				
Project Name	Project Type	Description	Est. Hours	Est. Hrly rate	2012	2013	2014	2015	2016
Summit Landberg	CIP	Acquisition/rights of entry/ROW	320	\$ 125	\$ 40,000				
Green Valley Br. 3020	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				
284th St. Br.	CIP	Acquisition/rights of entry/ROW	340	\$ 125			\$ 2,500	\$ 40,000	
Green Valley Br. 3022	CIP	Acquisition/rights of entry/ROW	160	\$ 125	\$ 20,000				
Carey Lk. @ 276th	CIP	Acquisition/rights of entry/ROW	320	\$ 125		\$ 40,000			
Berrydale Overcrossing	CIP	Acquisition/rights of entry/ROW	340	\$ 125			\$ 2,500	\$ 40,000	
15 Mile Lk. Br.	CIP	Acquisition/rights of entry/ROW	320	\$ 125	\$ 40,000				
181st Covington Sawyer	CIP	Acquisition/rights of entry/ROW	180	\$ 125		\$ 2,500	\$ 20,000		
Covington Sawyer	CIP	Acquisition/rights of entry/ROW	180	\$ 125		\$ 2,500	\$ 20,000		
CW Neal Rd. Br.	CIP	Acquisition/rights of entry/ROW	160	\$ 125					\$ 20,000
SE 277th Br.	CIP	Acquisition/rights of entry/ROW	160	\$ 125					\$ 20,000
Preston FC High Pt.	CIP	Acquisition/rights of entry/ROW	20	\$ 125	\$ 2,500				
Novelty Rd Clean up	CIP	Acquisition/rights of entry/ROW	120	\$ 125	\$ 15,000				
So. Park Br.	CIP	Acquisition/rights of entry/ROW	40	\$ 125	\$ 5,000				
Misc. ROW	CIP	Acquisition/rights of entry/ROW	350/1600	\$ 125	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Maintenance & Repair	CIP	Acquisition/rights of entry/ROW	200/1000	\$ 125	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
<b>Estimated \$\$\$ Charged by RES to the Roads CIP</b>					<b>\$ 357,750</b>	<b>\$ 325,000</b>	<b>\$ 230,000</b>	<b>\$ 225,000</b>	<b>\$ 105,000</b>

Proviso #1: Section E: Other RES projects with funding by non road agencies or the General Fund

						Estimated \$\$\$ Worked by RES Staff on Non Roads funded projects/tasks				
Project Name	Project Type	Group	User/ Customer	Est. Hours	Est. Hrly rate	2012	2013	2014	2015	2016
Bow Lake Transfer	ACQ	ACQ	SWD		\$ 125	\$ 10,000	\$ 5,000	\$ -	\$ -	\$ -
Factoria Transfer	ACQ	ACQ	SWD		\$ 125	\$ 20,000	\$ 20,000	\$ 5,000	\$ -	\$ -
South Co. Transfer	ACQ	ACQ	SWD		\$ 125	\$ 15,000	\$ 20,000	\$ 5,000	\$ 10,000	\$ -
NE Co. Transfer	ACQ	ACQ	SWD		\$ 125	\$ -	\$ -	\$ 40,000	\$ 10,000	\$ -
Lake - Sound Trail	ACQ	ACQ	PARKS		\$ 125	\$ 10,000	\$ -	\$ -	\$ -	\$ -



2012 Proviso Response: Real Estate Services Support for the Road Services Division

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						Estimated \$\$\$ Worked by RES Staff on Non Roads funded projects/tasks				
Project Name	Project Type	Group	User/ Customer	Est. Hours	Est. Hrly rate	2012	2013	2014	2015	2016
Eastside RR Trail	ACQ	ACQ	PARKS		\$ 125	\$ 1,500	\$ -	\$ -	\$ -	\$ -
Cedar River Flood	ACQ	ACQ	WLRD		\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar River Relocation	ACQ	ACQ	WLRD		\$ 125	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Green River Relocation	ACQ	ACQ	WLRD		\$ 125	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
DDES Misc	ACQ	ACQ	DDES		\$ 125	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
White River Relocation	ACQ	ACQ	WLRD		\$ 125	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -
Manage Surplus Sales Contract	ACQ/Sales	ACQ	Multi Agencies		\$ 125	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Leasing Support - Valuation/appraisals	ACQ	ACQ	FMD/RES		\$ 125	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Surplus Appraisals - misc non roads		ACQ	Non Roads		\$ 125	\$ 94,000	\$ 94,000	\$ 94,000	\$ 94,000	\$ 94,000
Roads Surplus Property	Appraisals	ACQ	GF/Roads							
Roads Surplus Property	Due Dilligence	ACQ	GF/Roads							
Roads Surplus Property	Marketing	ACQ	GF/Roads							
Roads Surplus Property	Sales	ACQ	GF/Roads							
Archives & Records	Admin	ACQ	GF							
Lease Transactions support	Leasing	ACQ	GF							
Administration	Admin	ACQ	GF							
Eastside Rail Corridor	Permitting/Easements	ACQ	GF							
Environmental EPA 104E	Permitting/Easements	ACQ	GF							
Environmental NPDES	Permitting/Easements	ACQ	GF							
Annexation Intergovernmental	Transfers To Cities	ACQ	GF							
Annexation Cleanup Roads	Transfers To Cities	ACQ	GF							
Scanning	Administrative	Sales	RES							
Reports	Code Compliance/Reports	Sales	KC							
SWM charges/fees	Property Mangement	Sales	KC							
Annexation - Non Roads	Intergovernmental	Sales	KC							
Property Management	Administrative	Sales	KC							
Broker contracts	Administrative	Sales	RES							
Lease Administration	Administrative	Sales	RES							
Lease Transactions	Leasing	Sales	RES							
Space Surveys	Leasing	Sales	RES							
TI Management	Leasing	Sales	RES							
Afordable housing	Sales	Sales	RES/DCHS/RSD							
Afordable housing	Sales	Sales	RES/DCHS							
Market rate	Sales RSD	Sales	RES/RSD							
Market rate	Sales non RSD	Sales	RES/KC							
Major Projects	Sales	Sales	RES/KC							
DNRP	Project Management	Sales	DNRP							
Move management	Project Management	Sales	RES/DES							
Harbor view	Project Management/Leasing	Sales	RES/PH							
Harbor Island	Property Management/Leasin	Sales	DNRP/SWD							
KCIA	Property Management/Leasin	Sales	DOT							
Wireless	Property Management/Leasin	Sales	RES/KC							
ROW Construction Permits	Permitting	Permitting	KC							
Special Use Permits	Permitting	Permitting	KC							
Overlegal & Overweight Vehicle Permits	Permitting	Permitting	KC							
Parade, etc. (SUP for which no fee is charg	Permitting	Permitting	KC							
Requests for Easements	Permitting	Permitting	KC							
Utility Franchises-Completed	Permitting	Permitting	KC							
Misc.-Computer system, other assignment	Permitting	Permitting	KC							
Estimated \$\$\$ Worked by RES Staff on Non Roads funded projects/tasks						\$ 297,500	\$ 286,000	\$ 281,000	\$ 251,000	\$ 231,000

**Appendix A**

Proviso Template

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## Appendix A

Proviso Template

## Proviso #1: Section D: Capital Improvement Projects Funded by ROADS that need support from the RES Acquisition Unit staff

Project Name	Project Type	Description	Est. Hours	Est. Hrly rate	Estimated \$\$\$ Charged by RES to the Roads CIP				
					2012	2013	2014	2015	2016
Bear Crk. Br.	CIP	Acquisition/rights of entry/ROW	180	\$ 125	20	160	-	-	-
Cottage Lk. Br.	CIP	Acquisition/rights of entry/ROW	180	\$ 125	20	160	-	-	-
Safer Wildlife	CIP	Acquisition/rights of entry/ROW	560	\$ 125	560	-	-	-	-
Patterson Crk. Br.	CIP	Acquisition/rights of entry/ROW	80	\$ 125	80	-	-	-	-
W. Snoq. Valley Rd.	CIP	Acquisition/rights of entry/ROW	172	\$ 125	12	160	-	-	-
NE Wood-Duvall Rd.	CIP	Acquisition/rights of entry/ROW	520	\$ 125	-	200	320	-	-
SE Middle Fork	CIP	Acquisition/rights of entry/ROW	160	\$ 125	160	-	-	-	-
Middle Fork Forest Service	CIP	Acquisition/rights of entry/ROW	160	\$ 125	160	-	-	-	-
Issaquah Hobart Rd.	CIP	Acquisition/rights of entry/ROW	170	\$ 125	10	160	-	-	-
Renton Ave. S.	CIP	Acquisition/rights of entry/ROW	320	\$ 125	-	-	320	-	-
14th Ave. SW	CIP	Acquisition/rights of entry/ROW	320	\$ 125	-	-	-	320	-
78th Ave. S.	CIP	Acquisition/rights of entry/ROW	160	\$ 125	-	-	160	-	-
SW Roxbury	CIP	Acquisition/rights of entry/ROW	160	\$ 125	-	-	-	160	-
Military Rd @ 320th	CIP	Acquisition/rights of entry/ROW	340	\$ 125	20	320	-	-	-
Military Rd @ 342nd	CIP	Acquisition/rights of entry/ROW	320	\$ 125	-	320	-	-	-
SW Cemetary Rd @ Beall	CIP	Acquisition/rights of entry/ROW	160	\$ 125	-	160	-	-	-
Alvord T. Br.	CIP	Acquisition/rights of entry/ROW	80	\$ 125	-	80	-	-	-
Kent B-D 292nd	CIP	Acquisition/rights of entry/ROW	160	\$ 125	-	-	-	160	-
Tate Crk. Br.	CIP	Acquisition/rights of entry/ROW	160	\$ 125	-	-	160	-	-
Kent-Kangley	CIP	Acquisition/rights of entry/ROW	160	\$ 125	160	-	-	-	-

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Proviso Template

Project Name	Project Type	Description	Est. Hours	Est. Hrly rate	Estimated \$\$\$ Charged by RES to the Roads CIP				
					2012	2013	2014	2015	2016
Summit Landberg	CIP	Acquisition/rights of entry/ROW	320	\$ 125	320	-	-	-	-
Green Valley Br. 3020	CIP	Acquisition/rights of entry/ROW	160	\$ 125	160	-	-	-	-
284th St. Br.	CIP	Acquisition/rights of entry/ROW	340	\$ 125	-	-	20	320	-
Green Valley Br. 3022	CIP	Acquisition/rights of entry/ROW	160	\$ 125	160	-	-	-	-
Carey Lk. @ 276th	CIP	Acquisition/rights of entry/ROW	320	\$ 125	-	320	-	-	-
Berrydale Overcrossing	CIP	Acquisition/rights of entry/ROW	340	\$ 125	-	-	20	320	-
15 Mile Lk. Br.	CIP	Acquisition/rights of entry/ROW	320	\$ 125	320	-	-	-	-
181st Covington Sawyer	CIP	Acquisition/rights of entry/ROW	180	\$ 125	-	20	160	-	-
Covington Sawyer	CIP	Acquisition/rights of entry/ROW	180	\$ 125	-	20	160	-	-
CW Neal Rd. Br.	CIP	Acquisition/rights of entry/ROW	160	\$ 125	-	-	-	-	160
SE 277th Br.	CIP	Acquisition/rights of entry/ROW	160	\$ 125	-	-	-	-	160
Preston FC High Pt.	CIP	Acquisition/rights of entry/ROW	20	\$ 125	20	-	-	-	-
Novelty Rd Clean up	CIP	Acquisition/rights of entry/ROW	120	\$ 125	120	-	-	-	-
So. Park Br.	CIP	Acquisition/rights of entry/ROW	40	\$ 125	40	-	-	-	-
Misc. ROW	CIP	Acquisition/rights of entry/ROW	350/1600	\$ 125	320	320	320	320	320
Maintenance & Repair	CIP	Acquisition/rights of entry/ROW	200/1000	\$ 125	200	200	200	200	200
<b>Estimated hours to be charged to the Roads CIP</b>					<b>2,862</b>	<b>2,600</b>	<b>1,840</b>	<b>1,800</b>	<b>840</b>

Proviso #1: Section E: Other RES projects with funding by non road agencies or the General Fund

Project Name	Project Type	Group	User/ Customer	Est. Hours	Est. Hrly rate	Estimated Hrs Worked by RES Staff on Non Roads funded				
						2012	2013	2014	2015	2016
Bow Lake Transfer	ACQ	ACQ	SWD		\$ 125	80	40	-	-	-
Factoria Transfer	ACQ	ACQ	SWD		\$ 125	160	160	40	-	-
South Co. Transfer	ACQ	ACQ	SWD		\$ 125	120	160	40	80	-
NE Co. Transfer	ACQ	ACQ	SWD		\$ 125	-	-	320	80	-
Lake - Sound Trail	ACQ	ACQ	PARKS		\$ 125	80	-	-	-	-

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

## Attachment A

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Project Name	Project Type	Group	User/ Customer	Est. Hours	Est. Hrly rate	Estimated Hrs Worked by RES Staff on Non Roads funded				
						2012	2013	2014	2015	2016
Eastside RR Trail	ACQ	ACQ	PARKS		\$ 125	12	-	-	-	-
Cedar River Flood	ACQ	ACQ	WLRD		\$ 125	-	-	-	-	-
Cedar River Relocation	ACQ	ACQ	WLRD		\$ 125	280	280	280	280	280
Green River Relocation	ACQ	ACQ	WLRD		\$ 125	280	280	280	280	280
DDES Misc	ACQ	ACQ	DDES		\$ 125	56	56	56	56	56
White River Relocation	ACQ	ACQ	WLRD		\$ 125	80	80	-	-	-
Manage Surplus Sales Cont	ACQ/Sales	ACQ	Multi Agencies		\$ 125	400	400	400	400	400
Leasing Support - Valuation	ACQ	ACQ	FMD/RES		\$ 125	80	80	80	80	80
Surplus Appraisals - misc n		ACQ	Non Roads		\$ 125	752	752	752	752	752
Roads Surplus Property	Appraisals	ACQ	GF/Roads		\$ -	855	90	45	135	135
Roads Surplus Property	Due Dilligence	ACQ	GF/Roads		\$ -	513	54	27	81	81
Roads Surplus Property	Marketing	ACQ	GF/Roads		\$ -	684	72	36	108	108
Roads Surplus Property	Sales	ACQ	GF/Roads		\$ -	1,406	148	74	222	222
Archives & Records	Admin	ACQ	GF		\$ -	429	233	141	222	400
Lease Transactions support	Leasing	ACQ	GF		\$ -	740	740	740	740	740
Administration	Admin	ACQ	GF		\$ -	-	-	-	-	-
Eastside Rail Corridor	Permitting/Easements	ACQ	GF		\$ -	740	1,480	1,480	1,480	1,480
Environmental EPA 104E	Permitting/Easements	ACQ	GF		\$ -	375	450	500	350	250
Environmental NPDES	Permitting/Easements	ACQ	GF		\$ -	412	491	60	60	484
Annexation Intergovernme	Transfers To Cities	ACQ	GF		\$ -	100	120	95	80	80
Annexation Cleanup Roads	Transfers To Cities	ACQ	GF		\$ -	344	115	115	115	-
Scanning	Administrative	Sales/Leasing	RES		\$ -	100	100	25	25	25
Reports	Code Compliance/Reports	Sales/Leasing	KC		\$ -	480	480	720	720	650
SWM charges/fees	Property Mangement	Sales/Leasing	KC		\$ -	80	60	50	50	50
Annexation - Non Roads	Intergovernmental	Sales/Leasing	KC		\$ -	352	491	617	492	250
Property Management	Administrative	Sales/Leasing	KC		\$ -	250	250	300	300	300
Broker contracts	Administrative	Sales/Leasing	RES		\$ -	400	105	105	105	400
Lease Administration	Administrative	Sales/Leasing	RES		\$ -	750	750	750	750	750
Lease Transactions	Leasing	Sales/Leasing	RES		\$ -	1,628	1,953	1,600	1,725	1,500
Space Surveys	Leasing	Sales/Leasing	RES		\$ -	86	120	95	100	80
TI Management	Leasing	Sales/Leasing	RES		\$ -	120	175	125	75	75
Afordable housing	Sales	Sales/Leasing	RES/DCHS/RSD		\$ -	437	437	437	-	-
Afordable housing	Sales	Sales/Leasing	RES/DCHS		\$ -	175	175	175	175	175
Market rate	Sales RSD	Sales/Leasing	RES/RSD		\$ -	1,470	1,470	1,470	532	-
Market rate	Sales non RSD	Sales/Leasing	RES/KC		\$ -	784	784	784	784	784
Major Projects	Sales	Sales/Leasing	RES/KC		\$ -	616	-	489	1,959	2,753
DNRP	Project Management	Sales/Leasing	DNRP		\$ -	225	393	200	150	150
Move management	Project Management	Sales/Leasing	RES/DES		\$ -	40	50	50	50	50
Harbor view	Project Management/Leasing	Sales/Leasing	RES/PH		\$ -	-	-	-	-	-
Harbor Island	Property Management/Leasing	Sales/Leasing	DNRP/SWD		\$ -	888	1,087	888	888	888
KCIA	Property Management/Leasing	Sales/Leasing	DOT		\$ -	1,184	1,184	1,184	1,184	1,184
Wireless	Property Management/Leasing	Sales/Leasing	RES/KC		\$ -	296	296	296	296	296
ROW Construction Permits	Permitting	Permitting	KC		\$ -	1,725	1,725	1,725	1,725	1,725
Special Use Permits	Permitting	Permitting	KC		\$ -	2,616	2,616	2,616	2,616	2,616
Overlegal & Overweight Ve	Permitting	Permitting	KC		\$ -	284	284	284	284	284
Parade, etc. (SUP for which	Permitting	Permitting	KC		\$ -	158	158	158	158	158
Requests for Easements	Permitting	Permitting	KC		\$ -	247	247	247	247	247
Utility Franchises-Comple	Permitting	Permitting	KC		\$ -	1,635	1,465	1,627	1,627	1,627
Misc.-Computer system, or	Permitting	Permitting	KC		\$ -	740	900	740	740	740
Estimated Hrs Worked by RES Staff on Non Roads funded projects/tasks						26,743	24,036	23,318	23,358	23,585

# 2012 Proviso Response: Real Estate Services Support for the Road Services Division

## Appendix B —Road Services Division Custodian Properties

CIP Project/ Operating Project	Description	Asset No	Acres	City	Category Description	Staff Hour estimate
CIP	9-1999-010#1	1726059123	1.16	KC	Remainder	182
CIP	R/W 2048 #11 - SW 320TH	1821049054	1.15	FW	OTHER UNDEVELOPED	112
CIP	9-1991-013 #7	2026059104	0.65	KC	Remainder	147
CIP	NORTH SPAR LINK ISS/FALL	2224069003	0.6	KC	OTHER UNDEVELOPED	112
CIP	EDGEWICK BRIDGE 617B	2523089105	3.47	KC	MAINTENANCE YARD	147
CIP	9-1992-001#58	3423059032	0.7	KC	Remainder	147
CIP	9-1992-001 #70	3423059106	0.7	KC	Remainder	147
CIP	9-2005-004 #9	5090400020	1.02	KC	OTHER DEVELOPED	162
CIP	9-1999-004 #9	8053500300	2.82	KC	Remainder	147
CIP	9-1994-010 #22	8155000040	0.28	KC	BUILDING SITE	147
CIP	9-1992-010 #36	8155000010	1.19	KC	BUILDING SITE	24
CIP	9-1992-001 PARCEL 7	2080000010	0.44	KC	Remainder	24
CIP	9-1992-001 PARCEL 3	2080000020	0.44	KC	Remainder	24
CIP	9-1992-001 #2	2080000030	0.44	KC	Remainder	24
CIP	9-1992-001 #1	2080000040	0.44	KC	Remainder	24
CIP	9-1994-010 #48	2080000050	0.46	KC	Remainder	24
CIP	9-1994-010 #47	2080000060	0.46	KC	Remainder	24
CIP	9-1992-010 #46	2080000070	0.47	KC	Remainder	24
CIP	9-1992-001-140 #28	322059175	0.62	KC	Remainder	24
CIP	9-1994-010 #38	322059194	0.59	KC	Remainder	24
CIP	9-1994-010 #37	322059197	0.59	KC	Remainder	24
CIP	9-1992-001 #59	3423059133	2.27	KC	SURFACE WATER BASIN	43.75
CIP	R/W 9-1992-001#60	3423059064	3.42	KC	Remainder	43.75
CIP	9-1992-001 #62	3423059088	18	KC	Remainder	43.75
CIP	9-1992-001 #63	3423059089	0.2	KC	Remainder	43.75
Operating	KELSEY PIT SITE	1022049026	2.19	ST	Remainder	112
Operating	WOODINVILLE PIT	1126059051	12.75	KC	GRAVEL PIT	167
Operating	CALHOUN GRAVEL PIT	2622059016	23.02	CO	GRAVEL PIT	182
Operating	LAKE RETREAT PIT	3222079019	82	KC	GRAVEL PIT	152
Operating	COVINGTON PIT	3622059004	40.56	KC	GRAVEL PIT	182
Operating	BRUGGERS BOG (BALLINGER)	426049043	2.87	SH	MAINTENANCE YARD	182
Operating	CADMAN PIT - portion to Redmond	725069041	23.68	RM	GRAVEL PIT	170
Operating	HATFIELD PIT	1521049016	3.46	FW	GRAVEL PIT	182
O M	BARFUSE ISLAND PIT	1024079027	26.44	KC	GRAVEL PIT	182
O M	RAGING RIVER PIT	2124079003	39.56	KC	GRAVEL PIT	182
O M	RAGING RIVER PIT	2124079015	40	KC	GRAVEL PIT	182
O M	TOLT RIVER GRAVEL PIT	2225079028	11.42	KC	GRAVEL PIT	182
O M	SWAN PIT	2326079001	80	KC	GRAVEL PIT	182

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

CIP Project/ Operating Project	Description	Asset No	Acres	City	Category Description	Staff Hour estimate
O M	KUMMER PIT	2721069026	22	KC	GRAVEL PIT	182
O M	TITUS PIT	3022059006	41.41	KC	GRAVEL PIT	182
O M	RAVENSDALE PIT	3222079037	7.59	KC	GRAVEL PIT	182
O M	SPARLING-ENUMCLAW PIT	3621059005	40.81	KC	GRAVEL PIT	182
O M	TITUS PIT - ROAD	9183705575	7.01	KC	GRAVEL PIT	182
O M	VASHON-BURTON PIT	1322029043	20	KC	GRAVEL PIT	182
CIP	R/W 1979#19C-SAHLEE WY	2125069043	26.29	KC	OTHER UNDEVELOPED	182
CIP	9-1991-005 #88	2122059183	4.12	KE	Remainder	182
CIP	SHINGLEMILL CREEK MITIGA	1823039187	34.3	KC	WETLAND	0
CIP	R/W 1979#19C-SAHLEE WY	2125069042	0.85	KC	OTHER UNDEVELOPED	182
CIP	9-1992-017 #16	625100020	2.66	KC	Remainder	168
CIP	R/W 1979#22A-SAHALEE	1725069084	11.15	KC	BUILDING SITE	182
CIP	R/W 2028 #35R - WOODINVIL	1126059153	2.25	WO	BUILDING SITE	182
CIP	WYNACO ANNEX	1121059017	27.93	KC	MAINTENANCE YARD	182
CIP	9-1992-001 #27	3423059204	1.03	KC	BUILDING SITE	182
CIP	9-1992-017 #17	625100021	0.99	KC	Remainder	147
CIP	R/W 2103 #11	1026059172	0.37	WO	BUILDING SITE	147
CIP	ROAD-W OF CEDAR FALLS RD	2323089010	5.74	KC	Remainder	182
CIP	3-2000-009#1	923049081	0.44	KC	Remainder	147
CIP	9-1991-009 #12	2592400390	0.19	KC	Remainder	147
CIP	9-2005-007 # 217	625069117	0.29	KC	Remainder	147
CIP	9-2005-007 #01	625069118	0.23	KC	Remainder	147
CIP	9-1992-001	3423059082	0.35	KC	Remainder	147
CIP	9-1992-001 PARCEL 55	3423059135	0.26	KC	Remainder	147
CIP	9-1999-004 #1	8053500266	0.28	KC	Remainder	147
CIP	9-1992-001 #54	3423059016	0.26	KC	Remainder	147
CIP	9-1992-001 PARCEL 20	3423059098	0.37	KC	Remainder	147
CIP	9-1992-001 #49	3423059128	0.26	KC	Remainder	147
CIP	9-1999-004 #2	8053500264	0.34	KC	Remainder	147
CIP	9-1992-001 PARCEL 55	3423059102	0.26	KC	Remainder	147
CIP	9-1992-007 #16	1774500095	0.39	KC	Remainder	147
CIP	9-1992-001 PARCEL 55	3423059154	0.26	KC	Remainder	147
CIP	INGLEWOOD ADDN	3575300170	0.05	SA	Remainder	147
CIP	9-1992-007 #56	1628700110	0.27	KC	Remainder	147
CIP	9-1992-007 #55	1628700114	0.26	KC	SURFACE WATER BASIN	147
CIP	9-1994-010 #28	322059202	0.75	KC	Remainder	147
CIP	9-1992-001 PARCEL 55	3423059148	0.26	KC	Remainder	147
CIP	3-2000-009#1	923049194	0.21	KC	Remainder	147
CIP	9-1991-010 #1	1719079007	1.66	KC	Remainder	182
CIP	R/W 1976#15-HURSTWOOD 1ST	3541600135	0.37	BU	OTHER	147

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

CIP Project/ Operating Project	Description	Asset No	Acres	City	Category Description	Staff Hour estimate
					UNDEVELOPED	
CIP	R/W 2000 #1-9-10-NE 124	2626059033	0.84	KC	Remainder	147
CIP	ROAD	723039087	0.24	KC	Remainder	147
CIP	9-1988-007 PARCEL 41	3026069064	0.84	KC	BUILDING SITE	147
CIP	9-1994-007 PARCEL 5	2224079005		KC	Remainder	182
CIP	9-1988-007 PARCEL 32	7273100185	0.19	KC	OTHER UNDEVELOPED	147
CIP	R/W 2000 #1-9-10-NE 124	2626059039	1.07	KC	Remainder	182
CIP	R/W 2088 #2	326059148	0.75	WO	BUILDING SITE	147
CIP	R/W 2011 #2 - SO 118TH	985000350	0.07	KC	Remainder	147
CIP	STATE ADDN TO SEATTLE #5	7973200710	0.17	KC	Remainder	147
CIP	9-1994-019 #8	2224069096	0.26	IS	Remainder	147
CIP	9-1998-001-6	1426069034	0.38	KC	Remainder	147
CIP	ROAD	1622039002	1	KC	Remainder	182
CIP	R/W 2000-NE 124 WAY	2526059127	0.44	KC	Remainder	147
CIP	ROAD-SO. 200TH	7686201880	0.05	ST	Remainder	147
CIP	9-1991-001 PARCEL 18	525069136	0.11	KC	SURFACE WATER BASIN	147
CIP	9-1991-001 PARCEL 19	825069057	0.01	KC	Remainder	147
CIP	TAX LOT 105 1/8TH UND INT	1820069105		KC	OTHER DEVELOPED	147
CIP	R/W 1970 #25 - SW 107TH	8151600850	0.04	KC	OTHER UNDEVELOPED	147
CIP	9-2006-001 # 7(South Park Bridge) Proj.	2185000860		KC	Remainder	147
CIP	9-2006-001 #3 ( South Park Marina)	2185000895	0.45	KC	BUILDING SITE	147
CIP	9-2006-001 #1	7883607340	0.04	SE	Remainder	147
CIP	9-2006-001-# 9	7883607345	0.15	SE	Remainder	147
CIP	R/W 2108 #62 - SE 128TH	1523059227	0.39	RN	SURFACE WATER BASIN	16
CIP	9-1992-043 #17	1524069062	1.27	KC	Remainder	28
CIP	R/W 2153 PARCEL X	1524069069	5.41	KC	Remainder	28
CIP	9-1991-005 #53	1622059127	2.34	KE	SURFACE WATER POND	8
CIP	R/W 1979#20(1)B-SAHALEE	1625069070	3.41	KC	BUILDING SITE	28
CIP	R/W 1979#20(2)B-SAHALEE	1625069071	3.39	KC	BUILDING SITE	28
CIP	R/W 1968 #11 - LAKEMONT	1824069157	1.15	BE	OTHER UNDEVELOPED	8
CIP	6-1992-008	2222059009	4.96	KE	SURFACE WATER BASIN	8
CIP	9-1993-005 #61	2223059159	0.13	KC	Remainder	8
CIP	9-1993-005 #64	2223059163	0.9	KC	SURFACE WATER BASIN	8
CIP	9-1993-007 #12	2224069109	1.07	KC	Building Site	112



## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

CIP Project/ Operating Project	Description	Asset No	Acres	City	Category Description	Staff Hour estimate
CIP	9-1994-019 X	2224069150	1.26	IS	SURFACE WATER BASIN	16
CIP	9-1998-003 #1	2224069152	0.17	IS	SURFACE WATER BASIN	16
CIP	9-1993-005#52	2314300990	3.04	KC	OTHER UNDEVELOPED	8
CIP	9-1996-003 #1	2323059015	5.78	KC	Remainder	8
CIP	9-1991-002 #2	2323059052	0.29	KC	Remainder	8
CIP	6-1998-023 #1	2561350070	0.05	SA	Remainder	8
CIP	FOXWOOD #1 TR. F-SITE DIS	2621750650	0.09	CO	Remainder	8
CIP	R/W 379 SUMMIT-LANDSBERG	2622069181	0.35	KE	OTHER UNDEVELOPED	16
CIP	R/W 2077A #15 PETROVIT RD	2823059032	0.43	KC	OTHER UNDEVELOPED	16
CIP	R/W 2077A #47-PETROVIT RD	2823059126	1.18	KC	OTHER UNDEVELOPED	16
CIP	R/W 1801, PARCEL 17	2824059098	1.25	BE	OTHER UNDEVELOPED	16
CIP	9-1992-037	3222049126	0.35	DM	Remainder	16
CIP	SIERRA HEIGHTS ADD	7788400166	0.08	KC	OTHER UNDEVELOPED	16
CIP	9-2001-001 #8	9360000005	4.22	AU	OTHER UNDEVELOPED	16
CIP	SE NWPORT WY-WILLOW RDG T	9429500172	0.05	KC	OTHER UNDEVELOPED	8
CIP	9-1993-013 #2	222049061	0.72	KC	OTHER UNDEVELOPED	16
CIP	AUDUBON PARK DIV #2 R/W9- 1992-036-24	305010500	0.35	SA	SURFACE WATER BASIN	8
CIP	9-2003-007 #16	323059116	0.6	RN	BUILDING SITE	8
CIP	9-1991-012 PARCEL 42	422059130	1.41	KC	Remainder	8
CIP	R/W 2006 #32-61 NE(ADJ)	3818700145	0.07	KM	OTHER UNDEVELOPED	16
CIP	MEADOWBROOK POINTE	5418650240	0.08	IS	OPEN SPACE	8
CIP	REDONDO BEACH DR. SEAWALL	7203600390	0.09	KC	Remainder	8
CIP	9-1993-013 #1	1022049214	3.99	KE	WETLAND	112
CIP	R/W 1998	1245500121	0.06	KI	UNDEVELOPED	8
CIP	R/W 1998	1791500109	0.03	KI	UNDEVELOPED	8

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## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

CIP Project/ Operating Project	Description	Asset No	Acres	City	Category Description	Staff Hour estimate
CIP	9-2003-007 #17	3424059086	5.83	RN	BUILDING SITE	8
CIP	R/W 1945 - SO 200TH	7686202020	0.04	ST	Remainder	8
CIP	R/W 2076 #5B-AUB-BLK DIA	1121059018	0.19	KC	OTHER UNDEVELOPED	
CIP	R/W 2076 #3A-AUB-BLK D RD	1121059025	0.03	KC	OTHER UNDEVELOPED	
CIP	WOODVLL-DUV RD. BRIDGE	1426069032	1.45	KC	Remainder	
CIP	R/W 2000 #1-9-10-NE 124	2526059138	1.98	KC	OTHER UNDEVELOPED	
CIP	R/W O"Z"32 #832	1625069119	2.29	KC	SURFACE WATER BASIN	
CIP	9-1988-007 PARCEL 39	3026069046	3	KC	BUILDING SITE	
CIP	CHEN ACQUISITION 9-1992- 007#60	1628700130	9.78	KC	SURFACE WATER BASIN	
CIP	N.E. 50TH SEDIMENT POND	1725069117	0.45	KC	SURFACE WATER BASIN	
CIP	JONES ROAD STORM DRAIN	2023069046	0.31	KC	SURFACE WATER BASIN	
CIP	9-1988-007 PARCEL 34	7273100201	2.5	KC	OTHER UNDEVELOPED	
CIP	9-2004-008	926069021	4.1	KC	BUILDING SITE	
CIP	9-1991-011 PARCEL 4	3420069089	3.51	KC	OPEN SPACE	
CIP	AMES LK HILLS TR K FUT RW	203600670	0.38	KC	Remainder	
CIP	CEDAR RIVER LEGACY	2423059116	2.92	KC	OTHER UNDEVELOPED	
CIP	FALL CITY MAINT. FACILITY	2475900865	0.8	KC	MAINTENANCE YARD	
CIP	9-1992-010 PARCEL 26	2626059010	10.93	KC	OPEN SPACE	
CIP	9-1993-005 #41	2723059002	0.51	KC	Remainder	
CIP	9-1988-007 PARCEL 57 & 60	3026069003	3.09	KC	SURFACE WATER BASIN	
CIP	9-1988-007 PARCEL 6	3126069152	0.4	KC	SURFACE WATER BASIN	
CIP	9-1988-007 PARCEL 8	3126069153	1.8	KC	SURFACE WATER BASIN	
CIP	7-2003-006 #1	7273100123	0.59	KC	OTHER UNDEVELOPED	
CIP	9-1996-003 #5	2323059089	0.42	KC	SURFACE WATER BASIN	

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## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

CIP Project/ Operating Project	Description	Asset No	Acres	City	Category Description	Staff Hour estimate
CIP	9-1988-007 PARCEL 21	7273100085	1.03	KC	SURFACE WATER BASIN	
CIP	9-1988-007 PARCEL 70	7273100091	0.17	KC	SURFACE WATER BASIN	
CIP	9-1991-002	2323059061	0.34	KC	Remainder	
CIP	9-1995-011 BIOSWALE/ACCES	2923069042	1.01	KC	Remainder	
CIP	7-1996-028 #1 & 2	3122039042	0.4	KC	Remainder	
CIP	9-1996-003 #3	2323059066	0.22	KC	Remainder	
CIP	9-1991-002 #7	2323059071	0.19	KC	Remainder	
CIP	VASHON PARKING LOT	8887000651	1.4	KC	PARKING LOT	
CIP	7-1995-008 #1	8887001580	0.72	KC	Remainder	
CIP	CITY OPEN SPACE	3629800430	2.24	IS	CONSERVATION ESMT	
CIP	CITY OPEN SPACE	3629800440	8.35	IS	CONSERVATION ESMT	
CIP	R/W 1932 #10 CEDAR FALLS	2223089043	0.72	KC	OTHER UNDEVELOPED	
CIP	9-1993-012 #2	1524079183	0.92	KC	Remainder	
CIP	9-1988-007 PARCEL 33	7273100183	0.81	KC	OTHER UNDEVELOPED	
CIP	6-2006-009	3401700095	0.51	RM	RIGHT OF WAY	
CIP	9-1998-018 #21	1123089032	0.06	KC	OTHER UNDEVELOPED	
CIP	BILOXI WHARF W/TD LDS	723039092	4.95	KC	Remainder	
CIP	HIGH VALLEY TAX LOT 103	823069103	4.2	KC	Remainder	
CIP	ROAD	922039018	0.13	KC	Remainder	
CIP	6-1998-042#1	4459000203	0.21	KC	SURFACE WATER BASIN	
CIP	SO SEATTLE GARDENS	7887200360	0.12	KC	Remainder	
CIP	CITY OPEN SPACE	2724069027	7	IS	CONSERVATION ESMT	

## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

CIP Project/ Operating Project	Description	Asset No	Acres	City	Category Description	Staff Hour estimate
CIP	AMES LK HILLS TR K FUT RW (Listed as AMESBURY DRAINAGE on Assessor Report)	205000780	0.38	KC	Remainder	
Operating	WOODINVILLE PIT	1126059241	10.05	KC	GRAVEL PIT	
Operating	RENTON SHOP SITE	1623059137	12.72	RN	OTHER UNDEVELOPED	
Operating	HOOVER PIT	1624079010	40	KC	GRAVEL PIT	
Operating	CEDARHURST PIT	1823039058	5	KC	GRAVEL PIT	
Operating	NORTH BEND GRAVEL PIT	1823099021	12.63	KC	GRAVEL PIT	
Operating	CUMBERLAND PIT	1871400205	0.51	KC	BUILDING SITE	
Operating	CUMBERLAND PIT	1871400275	0.14	KC	Remainder	
Operating	CUMBERLAND PIT	1871400310	0.32	KC	Remainder	
Operating	CUMBERLAND PIT	1871400515	15.57	KC	GRAVEL PIT	
Operating	AUBURN-BLACK DIAMOND PIT	2021069004	32	KC	GRAVEL PIT	
Operating	CUMBERLAND PIT	2121079011	37.25	KC	GRAVEL PIT	
Operating	MAURY ISLAND MILETA PIT	2122039019	39.35	KC	GRAVEL PIT	
Operating	SKYKOMISH SHOP	2526119033	3.07	KC	MAINTENANCE YARD	
Operating	ISSAQUAH SHOP SITE	2724069008	18.19	KC	GRAVEL PIT	
Operating	ROAD-CUMBERLAND PIT	2821079008	0.32	KC	GRAVEL PIT	
Operating	STAR LAKE SHOP SITE	2822049203	10.72	KE	GRAVEL PIT	
Operating	TJOMSLAND GRAVEL PIT	3023039076	4.82	KC	GRAVEL PIT	
Operating	OSCEOLA PIT (Railroad R/W)	3420069032	4.1	KC	GRAVEL PIT	
Operating	NOVELTY PIT	3626069020	4.2	KC	GRAVEL PIT	
Operating	NORTH BEND SHOP SITE	3734900055	0.23	NB	MAINTENANCE YARD	
Operating	KRAIN GRAVEL PIT	220069011	29.39	KC	GRAVEL PIT	
Operating	VASHON ISLAND POHL PIT	221029080	7.69	KC	GRAVEL PIT	
Operating	STILLWATER PIT	425079042	6.8	KC	GRAVEL PIT	

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## 2012 Proviso Response: Real Estate Services Support for the Road Services Division

CIP Project/ Operating Project	Description	Asset No	Acres	City	Category Description	Staff Hour estimate
Operating	R/W 373 PARCEL 30	564000055	0.03	BU	OTHER UNDEVELOPED	
Operating	VASHON SHED & JAIL	622039077	2	KC	MAINTENANCE YARD	
Operating	VASHON IS POLE YARD	822039040	0.86	KC	MAINTENANCE YARD	
Operating	FALL CITY MTCE SHOP	943100540	0.9	KC	BUILDING SITE	
Operating	RENTON SHOP SITE	1623059139	14.99	RN	OTHER UNDEVELOPED	
Operating	RENTON SHOP SITE	1434000010	8.02	RN	ROADS	
Operating	RENTON SHOP SITE	1434000020	60.02	RN	ROADS	
Operating	SUMMIT PIT	3422069006	156.48	KC	GRAVEL PIT	

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April 30, 2012

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

Enclosed for King County Council review is a report titled “Real Estate Services Support for the Road Services Division Proviso Response.”

This report describes the support the Facilities Management Division (FMD) Real Estate Services Section (RES) provided to the Department of Transportation (DOT) Road Services Division (RSD) for the last five years and will provide for the next four years. The report focuses on the 3.4 FTEs the RES Acquisition Unit budgeted in 2012 to support the Roads Capital Improvement Program (CIP). Because of a significant structural funding gap for the Road Fund, RSD has reduced services and the CIP. As a consequence, the RES Acquisition Unit (Unit) workload in support of the RSD CIP has been reduced over the last few years and will continue to decline.

This report describes the shift in the Acquisition Unit workload from support of the RSD CIP to the marketing of RSD surplus properties thereby maximizing revenues to the Road Fund. The Unit will also absorb a portion of the permitting work generated by the Eastside Rail Corridor project. The necessary changes in the RES organizational structure, staffing and work assignments to address the long term RES workload are described in the report, as well.

This motion supports the King County Strategic Plan financial stewardship goal by addressing the long-term sustainability of County services. This report fulfills requirements set forth in three separate provisos in Ordinance 17232 adopting the King County 2012 Budget: 1) Section 20, Proviso #3; 2) Section 28 Provisos 1; and 3) Section 121 Proviso 2. All three provisos require a single report jointly prepared by the FMD RES, the Office of Performance, Strategy and Budget (PSB) and the RSD. The report is due to the Council on April 30, 2012, and must detail the projected annual revenue, workload and staffing needs of RES to provide services to RSD in 2012 through 2016.

The enclosed report took approximately 120 hours to prepare for an estimated cost of \$6,000. We look forward to discussing with you and Council staff the details of the enclosed report. If you have any questions regarding the report or the information it contains, please contact Kathy Brown, Director of the Facilities Management Division, at 206-296-0630.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Michael Woywod, Chief of Staff  
            Mark Melroy, Senior Principal Legislative Analyst, BFM Committee  
            Anne Noris, Clerk of the Council  
Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County  
    Executive Office  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Caroline Whalen, County Administrative Officer, Department of Executive  
    Services (DES)  
Kathy Brown, Director, Facilities Management Division (FMD), DES  
Steve Salyer, Manager, Real Estate Services Section, FMD, DES  
Harold Taniguchi, Director, Department of Transportation (DOT)